

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,  
acting through the United  
States Department of  
Agriculture (Farm Service  
Agency)

Plaintiff

v.

EVA GLORIA DIAZ SANTOS a/k/a EVA  
DIAZ, as joint debtor and as  
known member of the Estate of  
SALVADOR ENRIQUE BERRIOS  
VELAZQUEZ a/k/a ENRIQUE BERRIOS  
VELAZQUEZ; NILSA BERRIOS DIAZ,  
ADRIAN BERRIOS DIAZ, JOSE  
BERRIOS DIAZ, JAVIER BERRIOS  
DIAZ, MELVIN BERRIOS DIAZ,  
ENRIQUE BERRIOS DIAZ, HECTOR  
BERRIOS DIAZ as known members of  
the Estate above-mentioned;  
JOHN DOE and RICHARD ROE as  
unknown members of the Estate  
above-mentioned

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United  
States Department of Agriculture (Farm Service Agency)- through  
the undersigned attorney, who respectfully alleges and prays as  
follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture (Farm Service Agency), which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of three (3) promissory notes that affect the four (4) properties described further below.
3. The first promissory note is for the amount of **\$95,900.00**, with annual interest of 5%, subscribed on May 4, 1978. See *Exhibits 1 and 2*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 63. See *Exhibits 3 and 4*
5. On December 17, 1992, the promissory note for \$95,900.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 61. See *Exhibits 5 and 6*
6. Plaintiff is also the owner and holder of a promissory note for the amount of **\$44,000.00**, with annual interest of 10 3/4%, subscribed on November 2, 1984. See *Exhibits 7 and 8*
7. For the purpose of securing the payment of said promissory

note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 77. See *Exhibit 9*

8. On September 19, 1990, the promissory note for \$44,000.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 75. See *Exhibits 10 and 11*
9. Plaintiff is also the owner and holder of a promissory note for the amount of **\$12,790.97**, with annual interest of 5%, subscribed on September 19, 1990. See *Exhibits 12 and 13*
10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 76. See *Exhibit 14*
11. On December 17, 1992, the promissory note for \$12,790.97 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 60. See *Exhibits 15 and 16*
12. According to the Property Registry, SALVADOR ENRIQUE BERRIOS VELAZQUEZ a/k/a ENRIQUE BERRIOS VELAZQUEZ, and EVA GLORIA DIAZ SANTOS a/k/a EVA DIAZ are the owner of record of the real estate properties subject of this case. Said properties are described -as thy were recorded in Spanish- as follows:

- (A) RÚSTICA: Predio de terreno compuesto de diez cuerdas, equivalentes a tres hectáreas, noventa y tres áreas y cero cuatro centiáreas, sita en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE, con finca de Santos Bernier; SUR, con la finca de la Sucesión Latalladi; ESTE, con finca de la Sucesión Merle; y por el OESTE, con la finca de la Sucesión de José H. Rivera.

Property 5,125, recorded at page 77 of volume 114 of Patillas, Property Registry of Guayama, Puerto Rico.

*See Title Search attached as Exhibit 17*

- (B) RUSTICA: Finca sin nombre compuesta de setenta y tres cuerdas, equivalentes a veintiocho hectáreas, sesenta y nueve áreas y ochenta centiáreas, radicada en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE, con Nicasio Bernier; SUR, con Nicasio Alicea; ESTE, con Blasina Benn de Lamboglia; y OESTE, con Genaro Lebrón y la Quebrada Los Pollos.

Property 616, recorded at page 151 of volume 110 of Patillas, Property Registry of Guayama, Puerto Rico.

*See Title Search attached as Exhibit 18*

- (C) RUSTICA: Predio de terreno con una cabida superficial de catorce cuerdas, equivalentes a cinco hectáreas, cincuenta áreas, veinticinco centiáreas y sesenta miliáreas, sito en el barrio Pollos del término municipal de Patillas, Puerto Rico. En lindes por el NORTE, con finca perteneciente a Santos Bernier, antes, hoy Eladio Alicea; SUR, y ESTE, con la finca de Santos Pabón; y OESTE, con la quebrada del barrio y Sucesión Ramos.

Property 7,006, recorded at page 67 of volume 157 of Patillas, Property Registry of Guayama, Puerto Rico.

*See Title Search attached as Exhibit 19*

- (D) RUSTICA: Parcela marcada con el número Ciento Cinco en



el plano de parcelación de la comunidad rural Yaurel del barrio Yaurel del término municipal de Arroyo, con una cabida superficial de cero cuerdas con dos mil cuatrocientos cuatro diez milésimas de otra, equivalentes a novecientos cuarenta y cinco, punto tres metros cuadrados. En lindes por el NORTE, con parcela número ciento sesenta y siete de la comunidad; por el SUR, con calle número uno de la comunidad; por el ESTE, con parcela número ciento sesenta y cuatro de la comunidad; y por el OESTE, con parcela número ciento sesenta y seis de la comunidad.

Property 3,724, recorded at page 201 of volume 106 of Arroyo, Property Registry of Guayama, Puerto Rico.

*See Title Search attached as Exhibit 20*

13. The title searches attached herein confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. *See Exhibits 17, 18, 19 and 20*
14. SALVADOR ENRIQUE BERRIOS VELAZQUEZ a/k/a ENRIQUE BERRIOS VELAZQUEZ passed away on July 10, 2003. *Exhibit 21*
15. By information and belief, the known members of the Estate of SALVADOR ENRIQUE BERRIOS VELAZQUEZ a/k/a ENRIQUE BERRIOS VELAZQUEZ are the following individuals:
  - (a) EVA GLORIA DIAZ SANTOS a/k/a EVA DIAZ (widow and joint debtor);
  - (b) NILSA BERRIOS DIAZ;
  - (c) ADRIAN BERRIOS DIAZ;
  - (d) JOSE BERRIOS DIAZ;
  - (e) JAVIER BERRIOS DIAZ;

(f) MELVIN BERRIOS DIAZ;

(g) ENRIQUE BERRIOS DIAZ;

(h) HECTOR BERRIOS DIAZ.

16. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.
17. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
18. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.
19. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
20. The defendants herein, jointly and severally, have failed to comply with terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, defendants owe to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 22*,

the following amounts:

a) On the \$95,900.00 Note, as modified:

- 1) The sum of \$135,919.88, of principal;
- 2) The sum of \$180,008.06, of interest accrued as of June 13, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$18.6192;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$44,000.00 Note, as modified:

- 1) The sum of \$14,214.81, of principal;
- 2) The sum of \$18,495.20, of interest accrued as of June 13, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.9472;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

21. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

22. Codefendant EVA GLORIA DIAZ SANTOS a/k/a EVA DIAZ is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remaining codefendants since we do not know their social security numbers. See *Exhibit 23*

23. The real estate properties mentioned before are subject to the following liens in the rank indicated:

(A) Property 5,125:

1) Recorded liens with preference or priority over mortgage herein recorded:

-NONE.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

a) MORTGAGE: Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of Small Business Administration, in the original principal amount of \$9,500.00, responding by \$3,500.00, with 7  $\frac{3}{4}$ % annual interests, due on 15 years, constituted by deed #15, executed in San Juan, Puerto Rico, on April 25, 1980, before Notary Jorge Ramírez de Arellano Junior, recorded at page 81 volume 114 of Patillas, property #5,125, 7th inscription.

(B) Property 616:

1) Recorded liens with preference or priority over mortgage herein recorded:

a)RIGHTS OF WAY: In favor of Commonwealth of Puerto Rico constituted by obligatory expropriation by Resolutions dictated on February 18, 1969 in the Superior Court of Puerto Rico, Expropriation Department, cases #E-69-137 to E-69-159 for compensation of \$140.00, recorded at page 55 overleaf of volume 51 of Patillas, property #616, 15th, inscription, transfer in favor of Autoridad de Fuentes Fluviales de Puerto Rico by Resolutions dated March 5th, 1975, recorded at page 153 overleaf of volume 110 of Patillas, property #616, 20th inscription.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

a) MORTGAGE: Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of Small Business Administration, in the original principal amount of \$9,500.00, responding by \$6,000.00, with 7  $\frac{3}{4}$ % annual interests, due on 15 years, constituted by deed #15, executed in San Juan, Puerto Rico, on April 25, 1980, before Notary Jorge Ramírez de Arellano Junior, recorded at page 157 overleaf of volume 110 of Patillas, property number 616, 25th inscription.

(C) Property 7,006:

1) Recorded liens with preference or priority over mortgage herein recorded:

-None.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

-None.

(D) Property 3,724:

1) Recorded liens with preference or priority over mortgage herein recorded:

a) MORTGAGE: Constituted by Enrique Berríos Velázquez and his wife Eva Díaz, in favor of Rural Housing Administration of Housing Department, in the original principal amount of \$4,480.32, with % annual interests (unknown), due on 15 years, constituted by deed #18, executed in Arroyo, Puerto Rico, on March 27th 1990, before Notary Carmelo Marcucci Cruz, recorded at page 201 overleaf of volume 106 of Arroyo, property number 3,724, 2nd inscription.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

-None.

#### **VERIFICATION**

I, EDGAR MALDONADO MEDERO, of legal age, single, executive and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the

property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 6<sup>th</sup> day of August, 2019.

  
EDGAR MALDONADO MEDERO

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described

in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.



In Guaynabo, Puerto Rico, this 14 day of August , 2019.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: [dcfilings@fortuno-law.com](mailto:dcfilings@fortuno-law.com)



[Illegible]  
**FARMERS HOME ADMINISTRATION**

41-04 Salvador Berrios Velaz [Illegible]

**Form FmHA 440-16**  
**(Rev. 11-10-75)**

TYPE OF LOAN
Type: <u>EQ</u>
In accordance with:
<input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act
<input type="checkbox"/> Title V of the Housing Act of 1949

**PROMISSORY**

**NOTE**

STATE	<u>PUERTO RICO</u>
OFFICE	<u>GUAYAMA</u>
CASE NUMBER	<u>63-06-583-12-9104</u>

Date MAY 4, 1978

**FOR VALUE RECEIVED**, the undersigned (whether one or more persons, hereinafter denominated "Borrower") do shall jointly and severally pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), at its offices at AVENIDA LOS VETERANOS #134.2, GUAYAMA, PUERTO RICO, **THE PRINCIPAL AMOUNT OF NINETY-FIVE THOUSAND NINE HUNDRED and 00/100 DOLLARS (\$95,900.00 )** plus **INTEREST** on the **UNPAID PRINCIPAL** to accrue at **FIVE PERCENT ( 5 %) PER ANNUM**.

The payment of the Principal and Interests shall be according between the Borrower and the Government using one of the following alternatives as indicated below: (mark one)

☐ I. Principal and Interest payments shall be deferred. The first installment shall consist of accumulated interest and be due on \_\_\_\_\_ 19\_\_\_\_. The subsequent payments of Principal and accumulated Interests shall be made in \_\_\_\_\_ installments as indicated in the box below;

☐ II. Principal and Interest shall be deferred. The accumulated interest as of \_\_\_\_\_ 19\_\_\_\_ will be added to the Principal. Said new Principal and accumulated Interest shall be subsequently payable in \_\_\_\_\_ regular amortized installments on the dates indicated in the box below; the Borrower authorizes the government to record the amount of said new Principal here \$ \_\_\_\_\_ and the amount of said regular installments in the box below, when said amounts have been determined.

☒ III. The payment of Interest shall not be deferred. The installments on accumulated Interest shall be payable on the FIRST of each JANUARY beginning JANUARY FIRST, 1979, until JANUARY FIRST, 1979.

Principal and accumulated Interest shall subsequently be paid in 39 installments, as indicated in the box below:

☐ IV. The Payments shall not be differed. The Principal and Interest shall be payable in \_\_\_\_\_ installments as indicated in the box below:

<p>\$ <u>5,637.00</u> on <u>JANUARY FIRST</u> of 1980, and  \$ <u>5,637.00</u> subsequently on <u>JANUARY FIRST</u> of each <u>YEAR</u> thereafter until the <b>PRINCIPAL</b> and <b>INTEREST</b> are completely paid, except that the final payment of the debt established herein, if not sooner paid, shall be <b>DUE AND PAYABLE FORTY (40) YEARS</b> from the <b>DATE</b> of this <b>PROMISSORY NOTE</b>. The consideration herein shall support any agreement modifying the above payment schedule.</p>
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If the total amount of the loan is not advanced by the closing date, the loan shall be advanced to Borrower, as requested by the Borrower and approved by the Government. Approval by the Government is required when the advance is requested for purposes authorized by the Government. Interest shall accrue on the amount of each advance starting on the effective date of each, as shown on the back of this document. Borrower authorizes the Government to record the amount(s) and date(s) of any advance payment(s) in the Advance Payment Log.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued as of the date of said payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the Borrower's option. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein.

The Borrower agrees that the Government may at any time negotiate this promissory note and insure its payment, and in such case, although the Government is not the holder of said promissory note, the borrower shall continue making the payments of principal and interest to the Government as the holder's collection agent, as specified herein.

If this promissory note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except for the final payment, or such payments may be retained by the Government and transferred to the holder quarterly or based on the date the annual installment is due. The effective date of any payment retained and transferred by the Government to the holder according to the date the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay any interest to which the holder is entitled that accrues between the effective date of any such advance payment and the date the Treasury check is paid to the holder.

The Borrower hereby certifies that he is not able to obtain sufficient credit from other sources to finance his present needs at reasonable interest rates and terms, taking into consideration the types and terms of prevailing private sources and cooperatives in or near his community, for loans with similar time periods and purposes, and that the loan herein evidenced will be used exclusively for the purposes authorized by the Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, the Borrower (a) shall personally manage said property by himself with his family, as a farm if this loan is a Farm Owner (FO) loan or (b) shall personally occupy and utilize said property if this is a rural housing loan (RH) for a plot or in the case of a Section 504 rural housing loan.

**REFINANCING AGREEMENT:** If at any time the Government determines that Borrower is able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, the Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and to pay for any necessary shares, if the lender is a cooperative. This paragraph and that which precedes it shall not apply to the cosigner who signs this promissory note, according to the provisions of Section 502 of the Housing Law of 1949, to compensate for any deficiency in the ability to make payments by the other appearing party(ies):

**DEFAULT:** Failure to make any payment when due on any debt established herein, or failure to comply with any condition or agreement herein, shall constitute default under any other instrument showing a debt of the Borrower that is Guaranteed or insured by the Government or otherwise relating to said debt; and default on any such other instrument shall constitute default under the terms of this document. **UPON ANY SUCH DEFAULT**, the Government, at its convenience, may declare all or any part of said debt to be immediately due and payable.

This Promissory Note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949, and for the type of loan indicated in the box "TYPE OF LOAN" above. This Promissory note is subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the provisions expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature] \_\_\_\_\_ (Seal)  
SANTOS PABON GARCIA (Borrower)

[Signature] \_\_\_\_\_ (Seal)  
ROSA A. CORDERO RIVERA  
(Wife)

\_\_\_\_\_  
BARRIO LOS POLLOS, BUZON 2153-B  
PATILLAS, PUERTO RICO 00723

The plot described under the letter C of Release deed number forty-nine (49) has been released from the Mortgage that was constituted pursuant to deed number sixty-three (63) - - dated May four (4), nineteen seventy-eight (1978), before Kenneth Marty López. Said property is registered on page fifty-seven (57) of book one hundred thirty-four (134) of Patillas, farm number six thousand forty-one (6041).

[Illegible Signatures]

[Signature] \_\_\_\_\_  
EDUARDO GRAU ACOSTA

ADVANCE PAYMENT REGISTRY					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
			TOTAL		

CLARIFYING NOTE: Release deed number 49 was granted on June 10, 1988, before the Authorizing Notary. I DO ATTEST.

[Seal]

[Signature] \_\_\_\_\_  
EDUARDO GRAU ACOSTA  
NOTARY PUBLIC

"THE AMOUNT of amount of this promissory note and the mortgage that guarantees it, as of December seventeen, nineteen ninety-two, has a balance of ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS, which shall be paid as follows: over a period of thirty-seven years with interest at a rate of five percent per annum, under the following payment plan: from January first, nineteen ninety-three, to January first, nineteen ninety-five, the payment shall be deferred and nothing shall appear on the promissory note, but on January first, nineteen ninety-six, the payment will be in the amount of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS annually, until the principal and interest are fully paid, and if not paid sooner, it shall reach maturity on September nineteen, two thousand thirty, according to deed number sixty-one of this same date, granted before this Notary in Arroyo, Puerto Rico. I DO ATTEST.

In Arroyo, Puerto Rico, on September 17, 1992.

[Seal]

[Signature]

CANDIDO L. CORDERO PUEYO  
NOTARY PUBLIC

### Statement of Accuracy

I hereby certify that the attached document titled:

**PROMISSORY NOTE**, May 4, 1978 -- 4 pages

is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

DATED September 24, 2018.



Thomas L. Bransfield  
Professional Translation Spanish into English

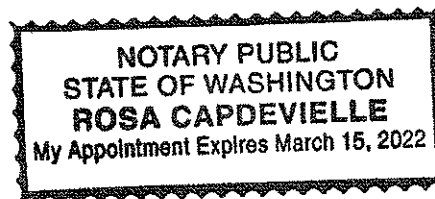
WITNESS my hand and official seal hereto affixed this 24<sup>th</sup> day of September of 2018.

Signature Rosa Capdevielle

Print Name: Rosa Capdevielle

Notary Public in and for the State of WA

My appointment expires: March 15<sup>th</sup> 2022



DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

Form FmHA 440-16  
(Rev. 11-10-75)

<b>CLASE DE PRESTAMO</b>	
Tipo: <u>FO</u>	De acuerdo a:
<input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act.	
<input type="checkbox"/> Title V of the Housing Act of 1949	

**PAGARE**

ESTADO	PUERTO RICO
OFICINA	GUAYAMA
CASO NUM.	63-06-583-12-9104

EXHIBIT

2

Fecha 4 DE MAYO DE, 19 78

**POR VALOR RECIBIDO**, el subscribiente (ya sea una o más personas, denominado en adelante "Prestatario...") mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el "Gobierno") en su oficina en AVENIDA LOS VETERANOS #134.2, GUAYAMA, PUERTO RICO

LA SUMA PRINCIPAL DE NOVENTA Y CINCO MIL NOVECIENTOS-----00/100-----  
DOLÁRES (\$ 95,900.00.....), más INTERESES sobre el PRINCIPAL ADEUDADO al  
-----CINCO----- POR CIENTO (-----5-----%) ANUAL.

El pago de dicho Principal e Intereses será según acordado entre el Prestatario y el Gobierno usando una de las cuatro alternativas como se indica más abajo: (marque uno)

☐ I. Pagos de Principal e Intereses serán diferidos. El primer plazo será de intereses acumulados y vencerá en \_\_\_\_\_, 19 \_\_\_\_\_. El Pago de Principal e Intereses acumulados subsiguientemente serán en \_\_\_\_\_ plazos como se indica en el encasillado más abajo;

☐ II. Los pagos de Principal e Intereses serán diferidos. Los intereses acumulados a \_\_\_\_\_, 19 \_\_\_\_\_. serán sumados al Principal. Dicho nuevo Principal e Intereses acumulados subsiguientemente serán pagaderos en \_\_\_\_\_ plazos regulares amortizados en las fechas indicadas en el encasillado más abajo. El Prestatario autoriza al Gobierno a anotar la cantidad de dicho nuevo Principal aquí \$ \_\_\_\_\_ y la cantidad de dichos plazos regulares en el encasillado más abajo, cuando dichas cantidades hayan sido determinadas.

☒ III. El Pago de Intereses no será diferido. Plazos de Intereses acumulados serán pagaderos el PRIMERO----- de cada ENERO----- empezando en ENERO PRIMERO, 19 79, hasta ENERO PRIMERO, 19 79.

Principal e Intereses acumulados subsiguientemente serán pagados en -----39----- plazos como se indica en el encasillado más abajo;

☐ IV. Los Pagos no serán diferidos. Principal e Intereses serán pagaderos en \_\_\_\_\_ plazos como se indica en el encasillado más abajo:

\$ 5,637.00 en ENERO PRIMERO, 19 80, y  
\$ 5,637.00 subsiguientemente al PRIMERO DE ENERO de cada AÑO-----  
hasta que el PRINCIPAL e INTERESES sean completamente pagados excepto que el PLAZO FINAL de la deuda aquí evidenciada, de no ser pagado anteriormente, vencerá y será PAGADERO -----CUARENTA----- (40) AÑOS de la FECHA de este PAGARE. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos anterior.



Si la cantidad total del préstamo no es adelantado a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno es mandatoria siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se muestra aquí al reverso. El Prestatario autoriza al Gobierno a anotar la cantidad y fecha de tal adelanto en el Registro de Adelantos.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados, o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los plazos según se especifican en este mismo.

El Prestatario conviene en que el Gobierno en cualquier momento podrá negociar este pagaré y asegurar el pago del mismo, y en tal caso, aunque el Gobierno no sea el tenedor de dicho pagaré, el Prestatario continuará haciendo los pagos de principal e intereses al Gobierno, como agente cobrador del tenedor, según se especifican en este.

Si este pagaré está en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor, excepto el pago final, o podrán ser retenidos por el Gobierno y remitidos al tenedor a base de pagos trimestrales o a base de plazo anual vencido. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquier de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

El Prestatario por la presente certifica que no puede obtener crédito suficiente de otras fuentes para financiar sus necesidades actuales a un tipo de interés y términos razonables, tomando en consideración los tipos y términos prevalentes de fuentes privadas y cooperativas en o cerca de su comunidad, para préstamos con períodos de tiempo y propósitos similares, y que el préstamo aquí evidenciado se usará solamente para propósitos autorizados por el Gobierno.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario (a) operará personalmente dicha propiedad por sí mismo con su familia, como una finca si este préstamo es a dueño de finca (FO) o (b) ocupará y usará personalmente dicha propiedad si este es un préstamo de vivienda rural (RH) en un solar o en el caso de un préstamo de la Sección 504 de vivienda rural.

**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa. Este párrafo y el que le precede no serán aplicables al co-deudor que firme este pagaré de acuerdo a lo previsto en la Sección 502 de la Ley de Hogares de 1949, para compensar cualquier deficiencia en la habilidad de pago del (los) otro(s) compareciente(s):

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o Garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; e incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.



Presentación, protesto y aviso son por la presente expresamente renunciados/

SANTOS PABON GARCIA (Prestatario) (Sello)

ROSA A. CORDERO RIVERA (Sello)  
(Esposa)

BARRIO LOS POLLOS, BUZON 2153-B

PATILLAS, PUERTO RICO 00723

El solar descrito bajo la letra C de la escritura número cuarenta y nueve(49)-- sobre Liberación queda liberado de la Hipoteca que se constituyó según consta de la escritura número sesenta y tres(63)-- de fecha cuatro(4) de mayo de mil novecientos setenta y ocho(1978) ante el Licenciado Kenneth Marty López. Dicha propiedad consta inscrita al folio cincuenta y siete(57) del tomo ciento treinta y cuatro(134) de Patillas, finca número seis mil cuarenta y uno (6041)

EDUARDO GRAIL ACOSTA

#### REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
			TOTAL	\$	

NOTA ACLARATORIA: La escritura Número 49, sobre Liberación fue otorgada el día 10 de junio de 1988 ante el Fedatario. REPITO LA FE.



EDUARDO GRAIL ACOSTA  
NOTARIO PUBLICO

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10/77



NUMBER SIXTY-THREE

VOLUNTARY MORTGAGE

In Guayama, Puerto Rico, on May four (4), nineteen seventy-eight (1978).

BEFORE ME  
KENNETH MARTY LOPEZ

Attorney and Notary Public for this Island with residence in Guayama, Puerto Rico, and offices at Calle del Doctor Ashford número Tres-Norte, Guayama, Puerto Rico.

APPEAR

The persons named in paragraph TWELVE of this mortgage, hereinafter referred to as "mortgagor," and whose personal information appears in said paragraph.

I do attest to personal acquaintance with the appearing parties, as well to as their statements regarding their age, marital status, profession, and residence.

They assure me that they are in full enjoyment of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity for this granting.

[Initials]  
[Seals]

THEY STATE

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH of this mortgage as well as all rights and interest in the same, hereinafter referred to as "the property".

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH.

THIRD: That the mortgagor is obligated to the United States of America, acting through the Farmers Home Administration, hereinafter referred to as the "mortgagee," in connection with a loan or loans evidenced by one or more promissory notes or subrogation agreements, hereinafter referred to as the "promissory note," be there one or more. The Government requires that additional monthly payments of one twelfth of the contributions, assessments (taxes), insurance premiums and other charges that have been estimated for the mortgaged property.

FOURTH: It is understood that;

(One) The promissory note represents a loan or loans to mortgagor in the principal amount specified therein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of nineteen sixty-one consolidating the Farmers Home Administration, or Title Five of the Home Act of nineteen forty-nine, as amended.

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(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest of said promissory note.

(Four) At all times when payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the promissory note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept instead the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the promissory note, or in any other supplementary agreement, he shall sign the promissory note over to the mortgagee upon mortgagee's request.

(Six) Among other things, it is the purpose and intent of this mortgage that whenever the promissory note is held by the mortgagee, or in the event the mortgagee transfers this mortgage without insuring the promissory note, this mortgage shall guarantee payment of the promissory note; but when the promissory note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under the insurance endorsement caused by any default by the mortgagor.

[Initials]

FIFTH: That, in consideration of said loan and (a) whenever the promissory note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the promissory note's payment and as a guarantee of the amount of the promissory note as specified in subparagraph (One) of paragraph NINTH, with interest at the rate stipulated and to ensure prompt payment of said promissory note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the promissory note is held by an insured lender guaranteeing the amounts specified in subparagraph (Two) of paragraph NINTH herein, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold the mortgagee harmless against losses under its insurance endorsement due to any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (Three) of paragraph NINTH of this document, and to insure mortgagor's compliance with each and every agreement and stipulation herein or in any supplementary agreement, mortgagor hereby executes a voluntary mortgage in favor of mortgagee for the property described in paragraph ELEVENTH below, together with all rights, interests, easements, inheritances, and attachments pertaining thereto; all income, credits, profits, revenues of same; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms or to all payments owed at any time to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or for damages to any part thereof, or interests on same, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before

[Seals]

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and after maturity, have been paid in full. In case of foreclosure, the property shall be used for the payment of the principal, interest thereon before and after maturity, until these are fully paid; losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee to the mortgagor with applicable interest until all costs and expenses, including mortgagee's attorneys' fees, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH of this document.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed when due and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the promissory note due to any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the promissory note to mortgagee, as holder's collection agent.

(Two) To pay to mortgagee an initial fee for inspection and appraisal and any delinquency charges required now or in the future by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the promissory note, less the annual amount or charge, may be paid by mortgagee to the holder of the promissory note under the terms of the promissory note and of the insurance endorsement referenced in the above paragraph FOURTH on mortgagor's behalf.

Any amount due and unpaid under the terms of the promissory note, whether it is held by mortgagee or by an insured lender, may be applied to the promissory note by mortgagee, and shall thus constitute an advance made by mortgagee on mortgagor's behalf.

[Initials]

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of five (5%) percent from the date on which payment was due until the date on which mortgagor satisfies same.

(Four) Whether or not the note is insured by mortgagee, any and all advances made by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges, due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advances until mortgagor pays said advances.

[Seals]

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the promissory note and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from his breach of the payment agreement. Said advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the promissory note or to any other debt of the mortgagor guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the promissory note solely for purposes

authorized by mortgagee.

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(Seven) To pay, when due, the loan total, all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property, as well as on all future improvements. The insurance against fire and other hazards shall be in the form, amounts, and terms and conditions approved by mortgagee.

(Nine) To maintain the property in good condition and to promptly verify all necessary repairs for the preservation of the property; to refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; to not remove or demolish any building or improvement on the property; nor cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals without mortgagee's consent, and to promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as defined in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through his family, as a farm and for no other purpose, and he shall not lease the farm, nor any part of it, unless mortgagee gives written consent for another method of operation or for leasing.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property in the form and manner required by mortgagee, and to comply with all laws, ordinances, and regulations affecting the property or its use.

[Initials]

(Twelve) Mortgagee, his agents, and his attorneys shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether the security granted has been deteriorated or diminished, and if such inspection or examination reveals, in mortgagee's judgment, that the security is in fact deteriorating or diminishing, this shall constitute a breach of this mortgage agreement by mortgagor.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may implement the proceedings necessary to defend his interests, and any costs or expenditures incurred by mortgagee in said proceedings will be added to mortgagor's debt, and shall be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

[Seals]

(Fourteen) If at any time while this mortgage remains in effect mortgagor does abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect rents, benefits, and income deriving from the property, and to apply these first to collection and administration costs and secondly to the payment of the debt established by the



promissory note or any other debt to mortgagee herein guaranteed, in the order and manner determined by mortgagee.

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(Fifteen) At any time that mortgagee determines that mortgagor may obtain a loan from a production credit association, from a Federal Bank, or another responsible source, whether cooperative or private, at an interest rate and on terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in an amount sufficient to pay the promissory note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of a default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or declares himself or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all unpaid debt under the terms of this promissory note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and conservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request legal protection.

(Seventeen) Mortgagor shall pay or reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, the promissory note, and any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

[Initials]

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, obligations, or similar concepts set forth herein, or in other agreements, and without affecting the liability of any person for payment of the promissory note or any other debt herein guaranteed, and without affecting the lien on the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (One) to waive compliance with any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (Two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of time for payment of the promissory note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (Three) to grant and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage in favor of any other lien on the property.

[Seals]

(Nineteen) All rights, title, and interest in or over this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and full cancellation, shall be

vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or over the lien and benefits contained herein.

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(Twenty) Default on this mortgage shall constitute default on any other mortgage, rehabilitation loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any other such security instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail, unless otherwise required by law, and shall be addressed, until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to his residence address as stated below.

(Twenty-Two) Mortgagor hereby relinquishes to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance to payment of the promissory note and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with the mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00).

EIGHTH: Mortgagor hereby waives the procedural requirements and agrees to be considered in default without need of any notification of default or demand for payment on the part of the mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations not inconsistent with the provisions of this mortgage, as well as to the laws of the Congress of the United States of America that authorize the allocation and insuring of the aforementioned loan.

[Initials]

NINTH: The amounts guaranteed by this mortgage are as follows:

One. At all times when the promissory note referenced in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without insuring the promissory note: NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00), the principal amount as said promissory note, with interest as stipulated therein at the rate of five percent (5%) per annum;

Two. At all times when the promissory note is held by an insured lender:

[Seals]

(A) NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00) to indemnify the mortgagee for advances to the insured lender due to mortgagor's failure to pay the installments as specified in the promissory note, with interest as a stated in paragraph SIXTH, Third;

(B) ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$143,850.00) to indemnify the mortgagee against any loss it might

sustain under its insurance of payment of the note;

Three. If any event and at all times whatsoever:

(A) THIRTY-EIGHT THOUSAND THREE HUNDRED SIXTY DOLLARS (\$38,360.00) for arrears interest.

(B) NINETEEN THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$19,180.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, Third;

(C) NINE THOUSAND FIVE HUNDRED NINETY DOLLARS (\$9,590.00) for costs, expenses, and attorneys' fees in case of foreclosure;

(D) NINE THOUSAND FIVE HUNDRED NINETY DOLLARS (\$9,590.00) for costs and expenses incurred by mortgagee in proceedings to defend its interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, Thirteen.

TENTH: That the promissory note(s) referred to in paragraph THIRD of this mortgage is (are) described as follows:

"Promissory note executed in case number sixty-three dash zero six dash five, eight, three, dash one, two, dash nine, one, zero, four, dated May four (4), nineteen seventy-eight (1978), in the amount of NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) of principal, plus interest on unpaid principal balance at the rate of five percent (5%) per annum, until the principal is fully paid according to the terms, installments, conditions and stipulations contained in said promissory note and as agreed between the Borrower and the Government; except that the final installment of the total debt herein, if not previously paid, shall be due and payable FORTY years from the date of this promissory note.

Said promissory note has been granted as evidence of a loan made by the Government to the Borrower, pursuant to the law of the Congress of the United States of America known as "Consolidated Farm and Rural Development Act of 1961" or pursuant to "Title V of the Housing Act of 1949," as amended, and is subject to the current regulations of the Farmers Home Administration and its future regulations not inconsistent with said Law. To which description I, the authorizing Notary, DO ATTEST.

ELEVENTH: - The property subject to this title and over which the Voluntary Mortgage is established is described as follows:

[Seal]

"A" - RURAL PROPERTY: Plot consisting of TEN CUERDAS, located in Barrio Los Pollos of the municipality of Patillas. Bordered to the NORTH by farm of Mr. Santos Bernier; to the SOUTH by farm of Latalladi's estate; to the EAST by Merle's estate; and to the WEST by farm of José H. Rivera's estate.

[Initials]

Recorded:

Page: 80

Book: 114 Patillas

Farm: 5125

Rec.: 6<sup>th</sup>

RECORDED: Said property is recorded at the Property Registry of GUAYAMA, on page seventy-seven (77), reverse, of book one hundred fourteen

[Seal]



(114) of Patillas, farm number five thousand one hundred twenty-five (5,125). Second recording.

Charges: Subject to the following charges:

- (A) MORTGAGE in guaranty of a promissory note in favor Federal Land Bank of Baltimore or to its order, in the principal amount of twenty-two thousand dollars (\$22,000.00) granted on November twenty-three (23), nineteen seventy-four (1974), and recorded on December thirty, nineteen seventy-four (1974), with maturity on November first, nineteen ninety-nine(1999).
- (B) MORTGAGE in guaranty of a promissory note in favor of *Corporación de Crédito Agrícola* (Agricultural Credit Corporation) or to its order, in the amount of thirteen thousand six hundred dollars (\$13,600.00), this farm representing the amount of two thousand forty dollars (\$2,040.00), granted on April fourteen (14), nineteen seventy-five (1975), and recorded on September twenty-nine (29), nineteen seventy-five (1975), with maturity upon presentation.

"B" - RURAL PROPERTY: Farm with no name consisting of seventy-three (73) cuerdas, equivalent to twenty-eight (28) hectares, sixty-nine (69) ares and eighty (80) centiares, located in Barrio Los Pollos of Patillas, Puerto Rico. Bordered to the NORTH by farm of Narciso Bernier; to the SOUTH by Nicasio Alicea; to the EAST by Blasina Benn de Lamboglia; and to the WEST by Genaro Lebrón and Los Pollos ravine.

Recorded:

Page: 156

Book: 110 Patillas

Farm: 616<sup>4</sup>

Rec.: 24<sup>th</sup>

RECORDING: Said property is recorded on page one hundred fifty-two (152), of book one hundred ten (110) of Patillas, farm number six hundred sixteen (616), eighteenth (18<sup>th</sup>) recording.

Charges: Subject to the following charges:

[Initials]

[Seals]

- (A) MORTGAGE in guaranty of a promissory note in favor Federal Land Bank of Baltimore or to its order, in the principal amount of twenty-two thousand dollars (\$22,000.00) granted on November twenty-three (23), nineteen seventy-four (1974), and recorded on November twenty-five (25), nineteen seventy-five (1975), with maturity on November first, nineteen ninety-nine (1999).
- (B) MORTGAGE in guaranty of a promissory note in favor of United States of America or to its order, in the amount of five thousand dollars (\$5,000.00), granted on August twenty (20), nineteen seventy-five (1975), and recorded on August twenty-one (21), nineteen seventy-five (1975), with maturity on August twenty (20), nineteen seventy-nine (1979).
- (C) MORTGAGE in guaranty of a promissory note in favor of *Corporación de Crédito Agrícola* (Agricultural Credit Corporation) or to its order, in the amount of thirteen thousand six hundred dollars (\$13,600.00), granted on April fourteen, nineteen seventy-five (1975), and recorded on September twenty-nine (29), nineteen seventy-five (1975), with maturity upon presentation.

Said farm with letter "B" is also subject to a right of way easement for electric lines, in favor of *Autoridad de las Fuentes Fluviales de Puerto Rico*, recorded on page one hundred fifty-three reverse (153 rev.) of book one hundred ten (110) of Patillas, farm number six hundred sixteen (616). Twelfth recording.

Recorded:

Page: 57rev.

Book: 134 Patillas

Farm: 6041

Page: 2nd

als] "C" - Plot marked with number three on the rural community Providencia, subdivision of Barrio Providencia of the municipality of Patillas, consisting of zero cuerdas and eight hundred fifty-seven ten-thousandths of another, equivalent to three hundred thirty-six point ninety-three square meters. Bordered to the NORTH by municipal road; to the SOUTH by community plot number thirty; to the EAST by community plots one and two; and to the WEST by community plot number four.

RECORDED: Said property is not recorded nor presented for recording. The main farm from which it is segregated, is recorded in favor of the Commonwealth of Puerto Rico, free of charges, on page two hundred eighty-three of book one hundred thirty of Patillas, farm number five thousand eight hundred seventy-eight (5,878), First recording.

TITLE: The aforementioned farms "A" and "B" were acquired by borrower through sale from Mr. Santos Bernier Brenes and his wife Mrs. Norma Casanova Ildefonso, pursuant to the deed of this same date, executed before the notary Eduardo Grau Acosta, in Arroyo, Puerto Rico.

s] And the farm "C" was acquired by borrower through purchase from the Commonwealth of Puerto Rico, pursuant to Deed Number two Hundred eleven (211), dated May seventeen (17), nineteen seventy-seven, executed in San Juan, Puerto Rico, before the Notary Luisa Lebrón de Vigil. Said property is free of charges, as indicated previously.

TWELFTH: Appearing as mortgagors in this deed are Mr. SANTOS PABON GARCIA and his wife Mrs. ANA A. CORDERO, of legal age, married to each other, property owners and residents of Patillas, Puerto Rico, whose mailing address is: "Barrio Los Pollos, Buzón 2153-B, Patillas, Puerto Rico 00723."

THIRTEENTH: The value of the loan herein shall be used for agriculture purposes and the construction and/or repairs and/or improvements of the physical structures on the aforementioned farms.

FOURTEENTH: The mortgagors shall personally occupy and make use of any structure that has been built, improved and sold with the amount of the loan herein guaranteed and shall not lease or use said structure for other purposes without the written consent of the Government. Violation of this clause, as well as the violation of any agreement or clause contained herein, shall cause the maturity of the obligation as if the loan term were completed and the Government shall be empowered to declare the loan due and payable and proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage is expressly extended to all existing construction or building on the aforementioned farm(s) and to all improvements, construction, or building constructed on said farm(s) during the effective period of the mortgage constituted in favor of the Government, verified by the current owners or by their heirs and assignees.

SIXTEENTH: The mortgagor hereby jointly and severally waives, for himself and on behalf of his heirs, assignees and successors or representatives and in favor of mortgagee (Farmers Home Administration) any Homestead right that he may have presently or in the future on the buildings included therein or that may be constructed in the future; this waiver

in favor of Farmers Home Administration is permitted under Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31 L.P.R.A 1851).

SEVENTEENTH: The mortgagee and mortgagor further agree that any stove, oven or heater purchased either fully or in part with proceeds of the loan secured herein, will be considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor further states in this deed that as this is a loan for agricultural purposes, they have agreed not to distribute the responsibility among the encumbered farms and therefore all shall be separately jointly and severally responsible for the debt, principal, interest, costs and other credits guaranteed by this deed. All according to Article One Hundred Nineteen of the Mortgage Law, as amended by Law Seventy-Nine (79) of June twenty-five (25), nineteen sixty-nine (1969).

NINETEENTH: The money of this loan shall be used as follows:

Seventy-five thousand dollars (\$75,000.00) to pay the balance owed for the purchase of the farms "A" and "B" from Mr. Santos Bernier, of Barrio Los Pollos, Patillas, Puerto Rico.

The amount of twelve thousand dollars (\$12,000.00) shall be used as to complete the development of the farm as follows:

- A. Water System Construction - one thousand seven hundred dollars (\$1,700.00)
- B. Cleaning of ten (10) cuerdas - one thousand five hundred dollars (\$1,500.00)
- C. Road repair - two thousand dollars (\$2,000.00)
- D. Fence construction - two thousand five hundred dollars (\$2,500.00)
- E. Fertilizer and farming of sixty (60) cuerdas *pangola* - three thousand dollars (\$3,000.00)
- F. Farm trap repair - one thousand three hundred dollars (\$1,300.00)

Three thousand nine hundred dollars (\$3,900.00) will be used to pay interest accrued during the first year

Five thousand dollars (\$5,000.00) from this loan remain, which were to be used to pay the price of eighty thousand dollars (\$80,000.00) for farms "A" and "B", but as the lender forwarded from his own funds said amount of five thousand dollars (\$5,000.00), as is stated on the contract dated April twenty-six (26), nineteen seventy-seven (1977), signed before the notary Luis Manuel Santana Gastón under affidavit number six thousand ten (6,010) and another complementary contract between the seller and the borrower dated February two (2), nineteen seventy-eight (1978), these five thousand dollars

(\$5,000.00) are returned by the borrower without having been used.

#### ACCEPTANCE AND GRANTING

The parties accept this deed in all its parts as it was drafted according to their instructions.

I, the authorizing Notary, have made to them the required legal warnings.

So, they state and execute, in my presence, after having waived their right, of which I did advise them, to require the presence of instrumentals witnesses.

The appearing parties, having read this deed personally, did find it acceptable and do confirm it, and affix their initials to each and all pages of this deed and sign before me, the Notary. I DO ATTEST to all the foregoing in this public document.

At this time a correction is made and it is hereby stated that the correct name of the party appearing as Ana A. Cordero is ROSA A. CORDERO. I do again attest.

[Initials]

[Signatures]

(Signed, stamped, sealed and initialed) KENNETH MARTY LOPEZ ---- The initials of the appearing party(s) appear on each page of the original deed, to which the applicable Internal Revenue and Bar Association Notary Tax seals are affixed and paid, as well as that of this notary.

The preceding first copy is a true and exact copy of the content of the original that under the number [illegible] in my Protocol of Public Instruments of this Notary Office under my charge, corresponding to the year nineteen seventy-eight, to which I refer. In witness whereof, and at the request of Unites States of America, I do issue this, on the [Illegible] date of its granting, leaving the issuance in the margin of the original. I do Attest.

[Signature]

Notary Public

[Stamps]

[Seals]

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[Handwritten]

This document is signed where indicated by the notes placed in the margins of the descriptions of each of the corresponding farms. Besides the mortgage constituted by this document, the farm described with letter A is subject to

Mortgage in favor of Federal Land Bank of Baltimore for \$22,000.00.

Mortgage in favor of *Corporación de Credito Agricola* (Agricultural Credit Corporation) for \$13,000.00

And the farm described with letter B is subject to a mortgage in favor of *Corporación de Credito Agricola* (Agricultural Credit Corporation) for \$13,600.00,

Mortgage in favor of United States of America for \$5,000.00, easement in favor of *Autoridad de Fuentes Fluviales* of P.R., mortgage in favor of The Federal Land Bank of Baltimore for \$22,000.00.

Guayama, May 8, 1978.

No fees.

[Signature]  
Registrar

Revised  
[Illegible Handwriting]  
7-5-78

[Seal]

### Statement of Accuracy

I hereby certify that the attached document titled:

**DEED NUMBER 63, VOLUNTARY MORTGAGE**, May 4, 1978 – 13 pages

is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

DATED September 24, 2018.



Thomas L. Bransfield  
Professional Translation Spanish into English

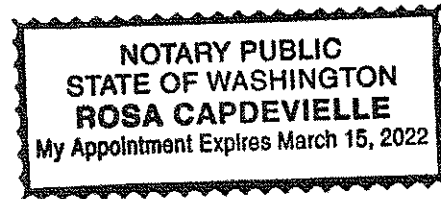
WITNESS my hand and official seal hereto affixed this 24<sup>th</sup> day of September of 2018.

Signature *Rosa Capdevielle*

Print Name: Rosa Capdevielle

Notary Public in and for the State of WA

My appointment expires: March 15<sup>th</sup> 2022



EXHIBIT

4

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-----NUMERO SESENTA Y TRES-----

-----HIPOTECA VOLUNTARIA-----

En Guayama, Puerto Rico, a los cuatro (4) días del mes de mayo de mil novecientos setenta y ocho (1978).

----- ANTE MI -----

-----KENNETH MARTY LOPEZ-----

Abogado y Notario Público de esta Isla con residencia y vecindad en Guayama, Puerto Rico,----- y oficina en calle del Doctor-Ashford número Tres-Norte, Guayama, Puerto Rico.---

-----COMPARECEN-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad. -----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento,

EXPONEN

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes". -----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO. -----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avalúos (impuestos), primas de



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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria.-----

CUARTO: Se sobreentiende que.-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.-----

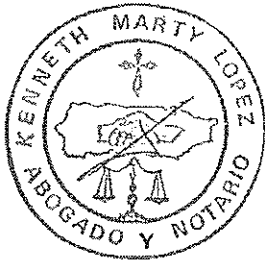
(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré



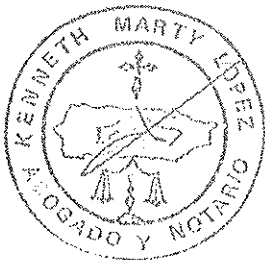
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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. -----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total



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R.I.C.  
S.P.J.

solvente, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento, -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. -----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. -----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario.-----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del cinco ----- por ciento (----- 5 %) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga.-----

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,

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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. -----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. -----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. -----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. -----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arcilla, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que

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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. -----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

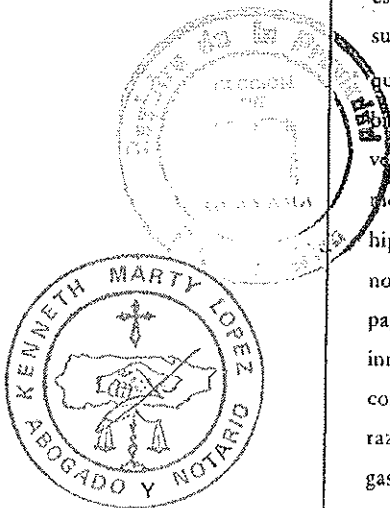
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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. -----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. -----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. -----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro





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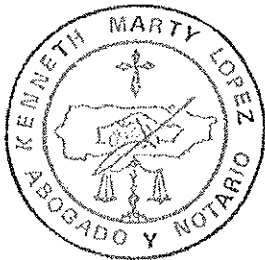
convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de



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su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de NOVENTA Y CINCO MIL NOVECIENTOS-- DOLARES (\$95,900.00).

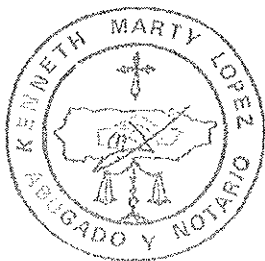
OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré: NOVENTA Y CINCO MIL NOVECIENTOS -----DOLARES (\$95,900.00) el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco por ciento (----5%) anual;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:

(A) NOVENTA Y CINCO MIL NOVECIENTOS -----  
-----DOLARES (\$95,900.00)





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para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, Tercero: -----

(B) CIENTO CUARENTA Y TRES MIL OCHOCIENTOS CINCUENTA -----  
-----DOLARES (\$143,850.00--)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; -----

Tres. En cualquier caso y en todo tiempo; -----

(A) TREINTA Y OCHO MIL TRESCIENTOS SESENTA -----  
-----DOLARES (\$38,360.00 )

para intereses después de mora; -----

(B) DIECINUEVE MIL CIENTO OCHENTA -----  
-----DOLARES (\$ 19,180.00)

para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; -----

(C) NUEVE MIL QUINIENTOS NOVENTA -----  
-----DOLARES (\$ 9,590.00--)

para costas, gastos y honorarios de abogado en caso de ejecución; -----

(D) NUEVE MIL QUINIENTOS NOVENTA -----  
-----DOLARES (\$9,590.00--)

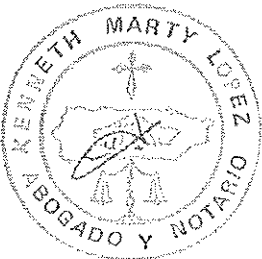
para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. -----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: -----

"Pagaré otorgado en el caso número sesenta y tres guión cero - seis guión cinco ocho tres guión uno dos guión nueve uno cero cuatro -----

----- fechado el día cuatro -----  
(4) ----- de ----- mayo ----- de mil novecientos setenta y ocho -----  
(1978), -----

R.A.C.  
S.P.Y.



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por la suma de NOVENTA Y CINCO MIL NOVECIENTOS -----  
-----dólares de principal más intereses sobre el balance del principal  
adeudado a razón del cinco -----  
----- (-----5%-----) por ciento anual, hasta tanto su principal sea  
totalmente satisfecho según los términos, plazos, condiciones y estipulaciones  
contenidas en dicho pagaré y según acordados y convenidos entre el  
Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
representada, de no haber sido satisfecho con anterioridad, vencerá y será  
pagadero a los CUARENTA ----- años de la fecha de este pagaré.  
--- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido  
por el Gobierno al Prestatario de conformidad con la Ley del Congreso  
de los Estados Unidos de América denominada "Consolidated Farm and  
Rural Development Act of 1961" o de conformidad con el "Title V of  
the Housing Act of 1949", según han sido enmendadas y está sujeto a los  
presentes reglamentos de la Administración de Hogares de Agricultores  
y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya  
descripción, yo, el Notario Autorizante, DOY FE. -----

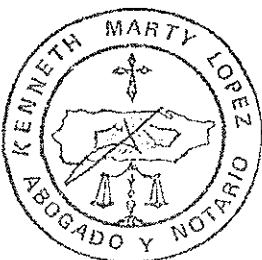
UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que  
se constituye Hipoteca Voluntaria, se describe como sigue: -----

---"A"---RUSTICA: Predio de terreno compuesto de DIEZ-  
CUERDAS, sita en el Barrio Los Pollos del término mu-  
nicipal de Patillas, colindando por el NORTE, con ---  
finca de Don Santos Bernier; por el SUR, con finca de  
la Sucesión Latalladi; por el ESTE, con finca de la -  
Sucesión Merle; y por el OESTE, con finca de la ----  
Sucesión de José H. Rivera.-----

---INSCRIPCION: Dicha propiedad consta inscrita en el  
Registro de la Propiedad de Guayama, al folio setenta-  
y siete vuelto (77 vto.) del tomo ciento catorce -----  
(114) de Patillas, finca número cinco mil ciento ----  
veinticinco (5,125), inscripción segunda.-----

---CARGAS: Se halla afecta a las siguientes cargas:--

---(A) HIPOTECA que garantiza un pagaré a favor del--  
Federal Land Bank of Baltimore o a su orden, por la -  
suma principal de veintidos mil dólares (\$22,000.00)--  
otorgado el día veintitres (23) de noviembre de mil --  
novecientos setenta y cuatro (1974) e inscrita el día  
treinta de diciembre de mil novecientos setenta y ---



R.A.C.  
S.P.A.  
Inscrito:  
Folio: 80  
Tomo: 114 Patillas  
Finca: 5125  
Ins: 6a.  
X

cuatro (1974), a vencer el primero de noviembre de mil novecientos noventa y nueve (1999).-----  
 --- (B) HIPOTECA que garantiza un pagaré a favor de la Corporación de Crédito Agrícola o a su orden, por la suma de trece mil seiscientos dólares (\$13,600.00) respondiendo esta finca por la suma de dos mil cuarenta dólares (\$2,040.00), otorgado el día catorce (14) de abril de mil novecientos setenta y cinco (1975) e inscrita el día veintinueve (29) de septiembre de mil novecientos setenta y cinco (1975), a vencer a la presentación.-----

---"B"-RUSTICA: Finca sin nombre compuesta de setenta y tres (73) cuerdas, equivalentes a veintiocho (28) hectáreas, sesenta y nueve (69) áreas y ochenta (80) centiáreas, radicada en el barrio Los Pollos de Patillas, Puerto Rico, colindando por el NORTE, con Narciso Bernier; por el SUR, con Nicasio Alicea; por el ESTE, con Blasina Benn de Lamboglia; y por el OESTE, con Genaro Lebrón y la Quebrada Los Pollos.-----

---INSCRIPCION: Dicha propiedad se halla inscrita al folio ciento cincuenta y dos (152) del tomo ciento diez (110) de Patillas, finca número seiscientos dieciseis (616), inscripción dieciocho (18).

---CARGAS: Se halla afecta a las siguientes cargas:

---(A) HIPOTECA que garantiza un pagaré a favor del Federal Land Bank, o a su orden, por la suma de veintidos mil dólares (\$22,000.00), otorgado el día veintitres (23) de noviembre de mil novecientos setenta y cuatro (1974) e inscrita el veinticinco (25) de noviembre de mil novecientos setenta y cinco (1975), a vencer el primero de noviembre de mil novecientos noventa y nueve (1999).-----

---(B) HIPOTECA que garantiza un pagaré a favor de Estados Unidos de América, o a su orden, por la suma de cinco mil dólares (\$5,000.00), otorgado el día veinte (20) de agosto de mil novecientos setenta y cinco (1975) e inscrita el día veintiuno (21) de agosto de mil novecientos setenta y cinco (1975) a--

Inscrito:

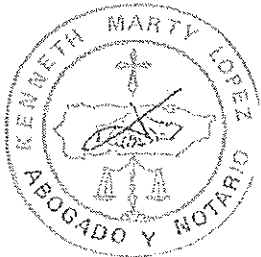
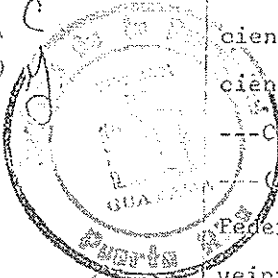
Folio: 156

Tomo: 110 Patillas

Finca: 616

Ins: 24

R. A. C.  
S. P. M.



vencer el día veinte (20) de agosto de mil nove-----  
cientos setenta y nueve (1979).-----

---(C) HIPOTECA que garantiza pagaré a favor de la  
Corporación de Crédito Agrícola, o a su orden, por-  
la suma de trece mil seiscientos dólares -----  
(\$13,600.00), otorgado el día catorce de abril de -  
mil novecientos setenta y cinco (1975) e inscrita el  
día veintinueve (29) de septiembre de mil nove-----  
cientos setenta y cinco (1975), a vencer a la -----  
presentación.-----

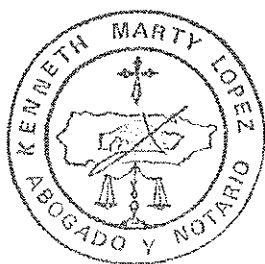
---Se halla afecta además dicha finca letra "B" a -  
servidumbre de paso para líneas eléctricas, a favor  
de la Autoridad de las Fuentes Fluviales de Puerto--  
Rico, inscrita al folio ciento cincuenta y tres ----  
vuelto (153 vto.) del tomo ciento diez (110) de ----  
Patillas, finca número seiscientos dieciseis (616)--  
inscripción duodécima.-----

---"C"- Solar marcado con el número tres en el ----  
plano de parcelación de la comunidad rural Provi---  
dencia del barrio Providencia del término munici---  
pal de Patillas con una cabida superficial de cero-  
cuerdas con ochocientos cincuenta y siete diezmilé-  
simas de otra, equivalente a trescientos treinta y  
seis punto noventa y tres metros cuadrados.-----  
En lindes: por el NORTE con un camino municipal. -  
Por el SUR con parcela número treinta de la comuni-  
dad. Por el ESTE con parcelas uno y dos de la comu-  
nidad. Por el OESTE con parcela número cuatro de la  
comunidad.-----

---INSCRIPCION: Dicha finca no consta inscrita ni--  
presentada para su inscripción. La finca principal  
de la que se segrega, se halla inscrita a favor de  
Estado Libre Asociado de Puerto Rico, libre de ----  
cargas, al folio doscientos ochenta y tres del tomo  
ciento treinta de Patillas, finca número cinco mil-  
ochocientos setenta y ocho (5,878), inscripción ---  
primera.-----

---TITULO: Las anteriormente descritas fincas "A"-  
y "B" las adquirió el prestatario por compra que ---  
hiciera a don Santos Bernier Brenes y a su esposa -  
doña Norma Casanova Ildefonso, según consta de la --  
escritura de esta misma fecha otorgada ante el ----  
notario Eduardo Grau Acosta, en Arroyo, Puerto Rico.  
---Y la finca letra "C" la -----

R. A. C.  
S. P. A.  
Inscrito:  
Folio: 59 vto  
Tomo: 134 Patillas  
Finca: 6041  
Ins: 2a



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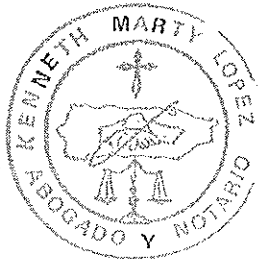
Adquirió el prestatario la descrita finca por compra a -----  
el Estado Libre Asociado de Puerto Rico, -----  
según consta de la Escritura Número doscientos once (211) -----  
-----de fecha diecisiete (17) de mayo de mil no-  
tisiete  
vecientos seten- otorgada en la ciudad de San Juan, Puerto Rico,  
ante el Notario, digo la notario, Luisa Lebrón de Vigil---  
Dicha propiedad se encuentra libre de cargas, tal como se --  
indica anteriormente.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores  
Hipotecarios don SANTOS PABON GARCIA y su esposa doña -  
ANA A. CORDERO, mayores de edad, casados entre sí, -  
propietarios y vecinos de Patillas, Puerto Rico, -  
cuya dirección postales: "Barrio Los Pollos, Buzón 2153-B,-  
Patillas, Puerto Rico 00723."-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó  
o será usado para fines agrícolas y la construcción y/o reparación y/o  
mejoras de las instalaciones físicas en la finca(s) descrita(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier  
estructura que haya sido construída, mejorada o comprada con el importe del  
préstamo aquí garantizado y no arrendará o usará para otros fines dicha  
estructura a menos que el Gobierno lo consienta por escrito. La violación de  
esta cláusula como la violación de cualquiera otro convenio o cláusula aquí  
contenida ocasionará el vencimiento de la obligación como si todo el término  
hubiese transcurrido y en aptitud el Gobierno de declarar vencido y pagadero  
el préstamo y proceder a la ejecución de la hipoteca.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda  
construcción o edificación existente en la(s) finca(s) antes descrita(s) y a toda  
mejora, construcción o edificación que se construya en dicha finca(s) durante  
la vigencia del préstamo hipotecario constituido a favor del Gobierno,  
verificada por los actuales dueños deudores o por sus cesionarios o causa-  
habientes.-----



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DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o representantes a favor del acreedor (Administración de Hogares de Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o que en el futuro fueran construídos: renuncia esta permitida a favor de la Administración de Hogares de Agricultores por la Ley Número trece (13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 L.P.R.A. 1851). -

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cualquier estufa, horno, y calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte de la propiedad gravada por esta Hipoteca. -----

DECIMO OCTAVO: Manifiestan además los comparecientes en esta escritura que por tratarse de un préstamo --- para fines agrícolas han acordado en no distribuir la responsabilidad entre las fincas gravadas y por lo -- tanto todas responderán por separado solidaria y mancomunadamente de la deuda, principal, intereses, ---- costas y demás créditos garantizados por esta ----- escritura; todo ello conforme al Artículo Ciento Diecinueve de la Ley Hipotecaria, según el mismo ha sido enmendado por la Ley Número Setenta y Nueve (79) del veinticinco (25) de junio de mil novecientos sesenta y nueve (1969).-----

DECIMO NOVENO: El dinero de este préstamo se usará-- para lo siguiente:-----

---Setenta y cinco mil dólares (\$75,000.00) para pagar el balance adeudado para la compra de las fincas "A" y "B" al señor Santos Benier, del Barrio Los --- Pollos de Patillas, Puerto Rico.-----

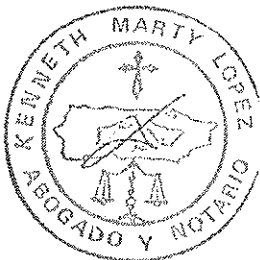
---Se usará la cantidad de doce mil dólares ---- (\$12,000.00) para completar el desarrollo de la ---- finca, en la siguiente forma:-----

---A. Construcción Sistema de Agua - mil setecientos dólares (\$1,700.00).-----

Agricultura - Jay-Ce Printing

---B. Desmonte de diez (10) cuerdas - mil quinien--  
tos dólares (\$1,500.00).-----  
---C. Reparación de caminos - Dos mil dólares ----  
(\$2,000.00).-----  
---D. Construcción de cercas - dos mil quinientos -  
dólares (\$2,500.00).-----  
---E. Abono y cultivo de sesenta (60) cuerdas ----  
pangola - tres mil dólares (\$3,000.00).-----  
---F. Reparación de cepo de la finca - mil tres----  
cientos dólares (\$1,300.00).-----  
---Se usarán tres mil novecientos dólares ----  
(\$3,900.00) para el pago de intereses acumulados ---  
durante el primer año.-----  
---Cinco mil dólares (\$5,000.00) sobran de este ----  
préstamo, los que estaban destinados a el pago del -  
precio de ochenta mil dólares (\$80,000.00) por la --  
compra de la fincas "A" y "B", pero debido a que el-  
prestatario adelantó de su propio dinero dicha suma-  
de cinco mil dólares (\$5,000.00) según consta de un-  
contrato, fechado veintiseis (26) de abril de mil ---  
novecientos setenta y siete (1977) suscrito ante el-  
notario Luis Manuel Santana Gastón bajo su affidá---  
vit número seis mil diez (6,010), y otro contrato --  
complementario entre el vendedor y el prestatario --  
fechado el dos (2) de febrero de mil novecientos ---  
setenta y ocho (1978), estos cinco mil dólares ----  
(\$5,000.00) son devueltos por el prestatario sin ---  
utilizarse.-----  
-----ACEPTACION-----  
---Los comparecientes aceptan esta escritura en ----  
todas sus partes por estar redactada de acuerdo con-  
sus instrucciones.-----  
---Yo, el Notario, hice a los comparecientes las ad-  
vertencias legales pertinentes.-----  
---Así lo dicen y otorgan los comparecientes por ---


R A C  
S P H



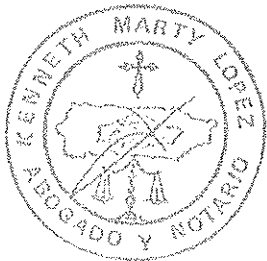


ante mí, luego de haber renunciado al derecho que --  
 les hice saber tenían para requerir la presencia de--  
 testigos instrumentales.-----  
 ---Leída esta escritura por los comparecientes per--  
 sonalmente, la hallaron conforme, en la misma se ---  
 ratifican, fijan sus iniciales en todos y cada uno --  
 de los folios de este documento y firman por ante --  
 mí, el Notario, que DOY FE de todo lo consignado ---  
 anteriormente en el presente documento público.-----  
 En este momento se corrige y se hace constar que el nombre---  
 correcto de la compareciente que aparece como Ana A. Cordero es  
 ROSA A. CORDERO. Repito la fé.-----

*NAC*  
*S.P.*  
*Don Antonio Cordero*  
*Don Antonio Cordero*



(Firmado, signado, sellado y rubricado) KENNETH  
 MARTY LOPEZ. ---- Las iniciales de (de los) otor  
 gante (s) aparecen en cada folio del original, en el  
 cual hay adheridos y cancelados con el de esta Notaría,  
 los correspondientes sellos de Rentas Internas y del In  
 suerto Notarial del Colegio de Abogados de Puerto Rico



La precedente primera copia es una fiel y exacta  
 del contenido de su original, que bajo el número  
 cincuenta obra en el Protocolo de Instrumentos  
 Públicos de esta Notaría y al cargo correspondien  
 te al año de mil novecientos setentiocho a que  
 me remito. Se le da fe y a solicitud de los---  
 Estados Unidos de América---  
 libro la presente, en la fecha de su otorga  
 miento, dejando anotada en caso al margen de su ma  
 tría. Doz Fe. ---

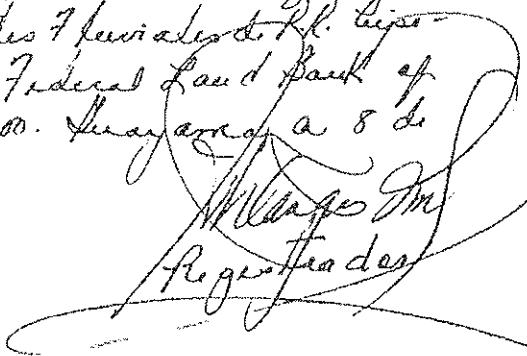
*[Signature]*  
 NOTARIO FIDELICIA

*Vertical stamp: 492485*

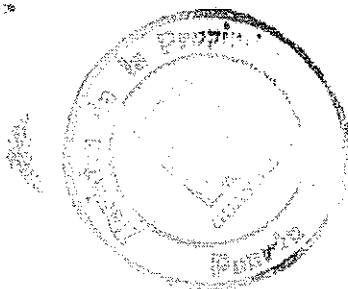


Suscrito es present. documento donde  
 indican las uetas puestas al margen  
 de las descripciones de cada una de las  
 fincas que el mismo comprende. O demás  
 de la hipoteca que por este documento se  
 constituye la finca descrita con la letra  
 A y letra a afecta a hipoteca a favor del  
 Federal Land Bank of Baltimore por \$2,000.00  
 hipoteca a favor de la Corporación de Crédito  
 Agrícola por \$13,600.00. y la descrita con la  
 letra B y letra a afecta a hipoteca a favor  
 de la Corporación de Crédito Agrícola por  
 \$13,600.00, hipoteca a favor de Estados Unidos  
 de América por \$5,000.00, por donde a favor de  
 la Outland of Fuentes 7 Fuentes de R.L. hipote-  
 ca a favor de the Federal Land Bank of  
 Baltimore por \$2,000.00. Mayaguez a 8 de  
 mayo de 1978.

Sin Bas.

  
 Registrador

Revisado  
 L. H. Del  
 7-5-78





*[Stamp]*  
*I CERTIFY: That on the same day*  
*of its execution, I issued the first*  
*certified copy for delivery to one*  
*of the parties. I BEAR WITNESS.*  
*[Signature]*  
NOTARY PUBLIC  
2:35 PM 396  
12/23/92 387

NUMBER SIXTY-ONE (61)

DEED OF RE-AMORTIZATION OF MORTGAGE LOAN AND MORTGAGE  
MODIFICATION

In Arroyo, Puerto Rico, on December seventeen of nineteen ninety-two (1992)

IN MY PRESENCE

CANDIDO L. CORDERO PUEYO, Attorney and Notary Public, with offices in 69 Morse  
Street Arroyo, Puerto Rico.

THERE NOW APPEAR

AS ONE PARTY: AS MORTGAGORS: SALVADOR ENRIQUE BERRIOS  
VELAZQUEZ, [redacted] and EVA GLORIA DIAS SANTOS, [redacted] both of  
legal age, married to each other, property owners and residents of Patillas, Puerto Rico.

AS THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA,  
acting through the Farmers Home Administration, represented herein by MR. HECTOR  
O. MONTESINOS, of legal age, married, resident of Barranquitas, Puerto Rico, 584-31-  
0517, in his capacity of Interim County Supervisor of the Farmers Home Administration,  
Guayama Office, Puerto Rico, and whose credentials are duly recorded in the Property

Registry.

I BEAR WITNESS to my personal acquaintance of the appearing parties and to their statements regarding their age, marital status, profession and place of residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily,

THEY DECLARE

FIRST: That the appearing first parties are the exclusive owners of the following properties:

A) RURAL. A plot of land with a surface of FOURTEEN CUERDAS, equivalent to five hectares, fifty ares, twenty five centiares and sixty miliares, located in Barrio Los Pollos of the Municipality of Patillas, Puerto Rico. Its boundaries are to the North, with a farm formerly belonging to Santos Bernier, today to Eladio Alicea; to the South and East with the farm of Santos Pabon, and to the West, with the Barrio small river and Ramos heirs.

B) RURAL. Farm without name with a surface area of seventy-three cuerdas, equivalent to twenty-eight hectares, sixty-nine ares and eighty centiares, located in Barrio Los Pollos of the Municipality of Patillas, Puerto Rico. Its boundaries are: to the North, with Nicasio Bernier, to the South with Nicasio Alicea, to the East with Blasina Benn de Lamboglia and to the West with Genaro Lebron and Los Pollos small river.

*[Handwritten]*

*Modifications noted on margin of entry 24th, farm 616, page 156 reverse, volume 110*

C) RURAL. A plot of land with a surface of TEN CUERDAS, equivalent to three hectares, ninety-three ares and zero four centiares, located in Barrio Los Pollos of the municipality of Patillas, Puerto Rico. Its boundaries are: to the North, with the farm of Santos Bernier; to the South, with the farm of Latalladi heirs; to the East, with farm of Merle heirs, and to the West with the farm of Jose H. Rivera heirs.

*[Handwritten]*

*Modifications noted on margin of entry 6th, farm 5125, page 80 reverse, volume 114*

D) RURAL. A plot of land marked with number ONE HUNDRED FIVE in the survey

Of the rural community of Yaurel in Barrio Yaurel of the municipality of Arroyo, with a surface area of zero cuerdas and two thousand four hundred four ten-thousandths of one cuerda, equivalent to nine hundred forty-five point three square meters. Its boundaries are: to the North, with lot number one hundred seven of the community; to the South, with street number one of the community; to the East with lot number one hundred sixty-four of the community, and to the West with parcel number one hundred sixty-six of the community.

On this lot, there is a house used as residence.

Farm A is appraised in FIFTY THOUSAND DOLLARS (\$50,000.00). Farm B in SIXTY THOUSAND DOLLARS (\$60,000.00); farm C in TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00); and farm D in THIRTEEN THOUSAND FOUR HUNDRED NINETEEN AND EIGHTY-EIGHT DOLLARS (\$13,419.88).

The property described under letter A is recorded on page seventy, volume one hundred fifty-seven of Patillas, farm number seven thousand six, fifth entry.

The property described under letter B is recorded on page two hundred ninety-eight, volume one hundred thirty-seven of Patillas, farm number six hundred sixteen, third entry.

The property described under letter C is recorded on page

eighty-four, volume one hundred fourteen of Patillas, farm number five thousand one hundred twenty-five.

The property described under letter D is recorded on page two hundred two, volume one hundred six of Arroyo, farm number three thousand seven hundred eighty-four, third entry.

#### MORTGAGES

FARM A: It is encumbered by a mortgage to the order of the United States of America in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00) of principal, with interests at the annual rate of TEN AND THREE QUARTERS percent, pursuant to deed number seventy-seven, dated November two of nineteen eighty-four, executed in Arroyo, Puerto Rico before the Notary Eduardo Grau Acosta; and by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97), pursuant to deed number seventy-six dated September nineteen if nineteen ninety, executed in Arroyo, Puerto Rico before this Notary.

FARMS B and C: Are encumbered by a mortgage to the order of the

United States of America in the amount of NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00) of principal, with interests at the annual rate of FIVE PERCENT, pursuant to deed number sixty-three dated May four of nineteen seventy-eight, executed in Guayama, Puerto Rico before the Notary Kenneth Marty Lopez; by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS and NINETY-SEVEN CENTS (\$12,970.97) or principal, pursuant to deed number sixty-six dated September nineteen of nineteen ninety, executed in Arroyo, Puerto Rico before this Notary; by a mortgage to the order of the Small Business Administration in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) of principal, with interests at the annual rate of seven and three quarters, pursuant to deed number fifteen dated April twenty-five of nineteen ten [sic], executed in San Juan , Puerto Rico before the Notary Public Jorge Ramirez de Arellano; by a mortgage to the order of the United States of America in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), with interests at the annual rate of ten and three quarters, pursuant to deed number seventy-seven, dated November two of nineteen eighty-four, executed in Arroyo, Puerto Rico Eduardo Grau Acosta.

FARM D: It is encumbered by a mortgage to the order of the Rural Housing Administration of the US Housing Department in the amount of Four thousand four hundred eighty-dollars and thirty-two cents (\$4,480.32) of principal, without interests, pursuant to deed number eighteen dated March twenty-seven of nineteen eighty, executed in Arroyo, Puerto Rico before the Notary Public Carmelo L. Marcucci Cruz; and by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97) of principal, pursuant to deed seventy-six dated September nineteen of nineteen ninety, executed in Arroyo, Puerto Rico before this Notary.

SECOND: The mortgagors, state that, in order to reamortize the mortgage debts described above, they requested and obtained the approval of the mortgagee, to reamortize the above mentioned mortgage in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$135,919.88) with interests at the annual rate of FIVE percent (5%). The above mentioned mortgage in the amount of NINETY-FIVE THOUSAND DOLLARS is the mortgage subject to this modification.

THIRD: MORTGAGORS, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations.

FOURTH: The mortgagee, in the capacity he bears, states that because the mortgagors have qualified to receive the benefits of the Congress Law, has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage described in paragraph one herein as follows:

The total unpaid balance on December seventeen of nineteen ninety-two amounts to ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$135,919.88).

The Government has authorized to allow mortgagor in paying the debt owed to the Farmers Home Administration through an acceleration agreement as set forth in regulation (1965-A, Section 1965.26(a)). Borrower owes the amount of ONE HUNDRED



THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$135,919.88), which shall be paid as follows:

In thirty-seven years with an annual interest rate of five percent (5), under the following payment plan: From January first of nineteen ninety-three to January first of nineteen ninety-five, the payment will be deferred and no amount will be shown in the promissory note, but on January first of nineteen ninety-six, the installment shall be in the amount of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$8,995.00) on an annual basis until principal and interests are paid in full, which if not paid earlier, the due date shall be on September nineteen if two thousand thirty.

The appearing second party, Hector O. Montesinos, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

“The amount of this promissory note and mortgage securing it had an unpaid balance as of December seventeen of nineteen ninety in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS (\$135,919.88), which shall be paid as follows:

In thirty-seven years with an annual interest rate of five percent (5), under the following payment plan: From January first of nineteen ninety-three to January first of nineteen ninety-five, the payment will be deferred and no amount will be shown in the promissory note, but on January first of nineteen ninety-six, the installment shall be in the amount of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$8,995.00) on an annual basis until principal and interests are paid in full, which if not paid earlier, the due date shall be on September nineteen if two thousand thirty, pursuant to deed number sixty-one of this same date, executed before the undersigned Notary in Arroyo, Puerto Rico. I BEAR WITNESS. In Arroyo, Puerto Rico this seventeenth day of December of nineteen ninety-two. SIGNED, SEALED, STAMPED AND ENDORSED CANDIDO L CORDERO PUEYO, Notary Public."

FIFTH: Once the above mentioned note was placed on the promissory note, I proceed to hand the promissory note back to the appearing party, Hector O. Montesinos, in the capacity he bears.

ACCEPTANCE AND READING

The parties accept this deed in its entirety, finding it has been drawn up according to their wishes and instructions. I, the Notary, have given the parties the pertinent legal warnings for these proceedings. So they say and execute before me.

The parties have personally read this deed, finding it acceptable, they proceed to ratify it and to place their initials on each and every page herein and they all sign it in this proceeding before me, the Notary, who BEAR WITNESS to everything stated in this public instrument.

[Signatures]

[SEALS]

Signed by: Salvador Enrique Berrios Velazquez  
Eva Gloria Diaz Santos  
Hector O. Montesinos

SIGNED, SEALED, STAMPED and ENDORSED by the undersigned Notary.  
The initials of the parties appear in each and every one of the pages in the original deed,  
and the proper sales tax and Notarial tax have been affixed and cancelled.

I CERTIFY: That this is the FIRST true and exact copy of the original deed filed in my  
protocol of public instruments under the number and dated indicated, which I issue for  
delivery to one of the parties, the same day of its execution. I BEAR WITNESS.

[Signature]  
Public Notary  
[Seal]

This document was notified, to the  
filing person and the Notary  
by mail to the provided address, about  
the errors detailed in such notice, which  
remains filed in the Notifications Docket  
under number 77  
Guayama, February 10, 1993.

Recorder

The 60-day expiration term is cancelled  
due to the receipt of this document today  
for corrections of errors.  
Guayama, P.R. March 10, 1993  
[Signature]  
Recorder or officer

Modifications were made where the notes under each farm description indicate, only for  
farms described under letter A and B.  
Guayama, April 6, 1003  
No fees  
[Signature]  
Revised [signature] 04/06/93

## **CERTIFICATE**

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20<sup>th</sup> day of August of 2007.

Nicole Harris  
*Professional Translator and interpreter*

WITNESS my hand and official seal hereto affixed this  
20<sup>th</sup> day of August of 2007.

Signature

Print Name: Rosa Capdevielle  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/10

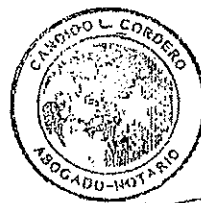
,

CERTIFICADO: En el mismo  
 día en el que se otorgó el presente  
 primer copia certificada a

Notario Público  
 2:35 P.M. 396  
 2-23-92 387

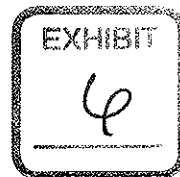


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-----NUMERO SESENTA Y UNO (61)-----  
 -----REAMORTIZACION DE PRESTAMO HIPOTECARIO Y-----  
 -----MODIFICACION DE HIPOTECA-----  
 -----En Arroyo, Puerto Rico, a los diez y siete días-----  
 del mes de diciembre de mil novecientos noventa y-----  
 dos.-----  
 -----ANTE MI-----  
 -----CANDIDO L. CORDERO PUEYO, Abogado y Notario Pú-----  
 blico, con oficina abierta en la Calle Morse Número-----  
 Sesenta y Seis Interior en Arroyo, Puerto Rico.-----  
 -----COMPARECEN-----  
 -----DE UNA PARTE Y COMO DEUDORES HIPOTECARIOS: Don-----  
 Salvador Enrique Berrios Velázquez, 582-68-8718, y-----  
 Doña Eva Gloria Díaz Santos, 583-17-3998, mayores de-----  
 edad, casados entre sí y vecinos de Patillas, Puerto-----  
 Rico.-----  
 -----DE LA SEGUNDA PARTE Y COMO ACREEDOR HIPOTECARIO:-----  
 Estados Unidos de América, actuando por conducto y a-----  
 través de la Administración de Hogares de Agriculto-----  
 res, con oficinas principales en Washington, Distri-----  
 to de Columbia, Estados Unidos de América, seguro pa-----  
 tronial 72-0564834 F, representado en este acto por-----  
 Don Héctor O. Montasinos, mayor de edad, casados,-----  
 vecino de Barzanquitaw, Puerto Rico, 584-31-0517, en-----  
 su carácter de Supervisor Local Interino de la Admi-----  
 nistración de Hogares de Agricultores, Oficina de-----  
 Guayama, Puerto Rico, cuyo carácter consta debidamen-----

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Modificada al  
mapa de la  
P. 243  
Qu. 616  
Folio 156  
Folio 110 del.



Modificada al  
mapa de la  
P. 243  
Qu. 616  
Folio 156  
Folio 110 del.

te acreditado en el Registro de la Propiedad.

-----DOY FE-----

-----Del conocimiento personal de los comparecientes y por sus dichos y mi creencia de su edad, estado civil, profesión y vecindad. Me aseguran tener y a mi juicio tienen la capacidad legal necesaria para el presente otorgamiento, por lo que libre y voluntariamente,-----

-----EXPONEN-----

-----PRIMERO: Que los comparecientes de la PRIMERA-PARTE son dueños en pleno dominio de las siguientes propiedades:-----

-----A)- "RUSTICA: Predio de terreno con una cubierta superficial de CATORCE CUERDAS, equivalentes a cinco hectáreas, cincuenta áreas, veinticinco centíáreas y sesenta milíáreas, sito en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE con una finca perteneciente a Santos Bernier, antes, hoy Eladio Alicea; SUR Y ESTE con la finca de Santos Pabón y OESTE con la quebrada del Barrio y Sucesión Ramos".-----

-----B)- "RUSTICA: Finca sin nombre compuesta de sesenta y tres cuerdas, equivalentes a veintiocho hectáreas, sesenta y nueve áreas y ochenta centíáreas, radicada en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE con Nicasio Bernier, SUR con Nicasio Alicea, ESTE con Blasina Benn de Lamboglia y OESTE con Genaro Lebrón y la Quebrada Los Pollos".-----

-----C)- "RUSTICA: Predio de terreno compuesto de DIEZ CUERDAS, equivalentes a tres hectáreas, noventa y tres áreas y cero cuatro centíáreas, sito en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE con finca de Santos Bernier, SUR con la finca de la Sucesión Latalla di, ESTE con finca de la Sucesión Marla y por el OESTE con la finca de la Sucesión de José H. Rivera".-----

-----D)- "RUSTICA: Parcela marcada con el número CIENTO CINCO en el plano de parcelación de la comuni-

del Barrio Laurel del término municipal de Arroyo con una cabida superficial de cero-cuerdas con dos mil cuatrocientos cuatro diez milésimas de otra equivalentes a novecientos cuarenta y cinco punto tres metros cuadrados.-----  
En lindes por el NORTE con parcela número ciento sesenta y siete de la comunidad; por el SUR con calle número uno de la comunidad; por el ESTE con parcela número ciento sesenta y cuatro de la comunidad y por el OESTE con parcela número ciento sesenta y seis de la comunidad".-----

-----Sobre esta parcela enclava una casa para uso residencial.-----

-----A la finca "A" se le dá un valor de CINCUENTA MIL DOLARES (\$50,000.00)-----

a la finca "B" de SESENTA MIL DOLARES (\$60,000.00)

a la finca "C" de DOCE MIL QUINIENTOS DOLARES (\$12,500.00)-----

y a la finca "D" de TRECE MIL CUATROCIENTOS DIECINUEVE DOLARES CON OCHENTA Y OCHO CENTAVOS (\$13,419.88)-----

-----La propiedad "A" consta inscrita al folio setenta del tomo ciento cincuenta y siete de Patillas, finca número siete mil seis, inscripción quinta.-----

-----La propiedad "B" consta inscrita al folio doscientos noventa y ocho del tomo ciento treinta y siete de Patillas, finca número seiscientos dieciséis, inscripción tercera.-----

-----La propiedad "C" consta inscrita al folio



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*Alan*





ochenta y cuatro vuelto del tomo ciento catorce  
de Patillas, finca número cinco mil ciento  
veinticinco.

-----La propiedad "D" consta inscrita al folio  
doscientos dos vuelto del tomo ciento seis  
de Arroyo, finca número tres mil setecientos  
ochenta y cuatro, inscripción tercera,-----

-----HIPOTECAS-----

-----FINCA "A": Afecta a hipoteca a favor de Esta--  
dos Unidos de América o a su orden por la suma prin-  
cipal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00)-  
con intereses a razón del DIEZ Y TRES CUARTOS POR---  
CIENTO ANUAL según consta de la Escritura Número---  
Setenta y Siete de fecha dos de noviembre de mil no-  
vecientos ochenta y cuatro, otorgada en Arroyo, Puer-  
to Rico ante el Notario Eduardo Grau Acosta; y a hi-  
poteca a favor de Estados Unidos de América o a su--  
orden por la suma principal de DOCE MIL SETECIENTOS-  
NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS-----  
(\$12,790.97), según consta de la Escritura Número---  
Setenta y Seis de fecha diez y nueve de septiembre-  
de mil novecientos noventa, otorgada en Arroyo, Puer-  
to Rico ante este Fedatario,-----

-----FINCA "B Y C": Afectas a hipoteca a favor de-



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Estados Unidos de América o a su orden por la suma principal de NOVENTA Y CINCO MIL NOVECIENTOS DOLARES (\$95,900.00) con intereses a razón del CINCO por ciento anual, según consta más detalladamente de la escritura número Sesenta y Tres de fecha cuatro de mayo de mil novecientos setenta y ocho, otorgada en Guayama, Puerto Rico ante el Notario Público Kenneth Marty López; y a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de DOCE MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS (\$12,790.97), según consta más detalladamente de la Escritura Número Setenta y Seis de fecha diez y nueve de septiembre de mil novecientos noventa, otorgada en Arroyo, Puerto Rico ante este Fedatario;-----  
a hipoteca a favor de la Administración de Pequeños Negocios o a su orden por la suma principal de NUEVE MIL QUINIENTOS DOLARES (\$9,500.00) con intereses a razón del siete y tres octavos por ciento anual según consta de la Escritura Número Quince de fecha veinticinco de abril de mil novecientos diez, otorgada en San Juan, Puerto Rico ante el Notario Público Jorge Ramírez de Arellano; a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00) con intereses a razón del diez y tres cuartos por ciento anual según consta de la Escritura Número setenta y siete de fecha dos de noviembre de mil novecientos ochenta y cuatro, otorgada en Arroyo, Puerto Rico ante el Notario Público Eduardo Grau Acosta.-----



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-----PRIMERA: Afecta a hipoteca a favor de la Administración de Vivienda Rural del Departamento de Vivienda o a su orden, por la suma principal de CUATRO MIL CUATROCIENTOS OCHENTA DOLARES CON TREINTA Y DOS CENTAVOS (4,480.32) sin intereses, según consta más detalladamente de la Escritura Número diez y ocho de fecha veintisiete de marzo de mil novecientos ochenta, otorgada en Arroyo, Puerto Rico ante el Notario Público Carmelo L. Marcucci Cruz; y a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de DOCE MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS (\$12,790.97) según consta más detalladamente de la Escritura Número setenta y seis de fecha diez y nueve de septiembre de mil novecientos noventa, otorgada en Arroyo, Puerto Rico ante este Fedatario.-----

-----SEGUNDO: Manifiestan los DEUDORES HIPOTECARIOS que con el fin de reamortizar la deuda hipotecaria en el hecho PRIMERO de esta escritura, solicitaron y obtuvieron el consentimiento del ACREEDOR HIPOTECARIO para reamortizar la deuda hipotecaria relacionada anteriormente por la suma de CIENTO TREINTA Y CINCO MIL NOVECIENTOS DIECINUEVE DOLARES CON OCHENTA Y OCHO CENTAVOS (\$135,919.88) con intereses a razón del CINCO Por ciento anual (5%).-----  
La hipoteca anteriormente descrita por la suma de NOVENTA Y CINCO MIL NOVECIENTOS DOLARES es la hipoteca objeto de esta modificación.-----



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*[Handwritten signature]*



*[Handwritten signature]*

-----TERCERO: Manifiesta el DEUDOR HIPOTECARIO que--  
de su propio y personal conocimiento todas y cada--  
una de las obligaciones, cláusulas y estipulaciones--  
contenidas o mencionadas en las escrituras de hipote-  
ca y en este acto en forma clara, solemne y terminan-  
te, se obliga a cumplir todas y cada una de las mis-  
mas.-----

-----CUARTO: Manifiesta el ACREEDOR HIPOTECARIO en-  
al carácter que ostenta que habiendo sido aceptado el  
DEUDOR HIPOTECARIO, para recibir los beneficios de--  
la Ley del Congreso, ha convenido en reamortizar y -  
modificar la forma d epago de los plazos consignados  
en el pagaré y en la hipoteca, descrita en el hecho-  
PRIMERO de esta escritura, en la siguiente forma:---

-----El importe total adeudado al día diez y siete -  
de diciembre de mil novecientos noventa y dos ascien-  
de a la suma de CIENTO TREINTA Y CINCO MIL  
NOVECIENTOS DIECINUEVE DOLARES CON OCIENTA  
Y OCHO CENTAVOS (\$135,919.88).-----

El Gobierno ha consentido en permitir al  
prestatario pagar la deuda con la Administración  
de Hogares de Agricultores mediante un convenio  
de pago acelerado según establecido en el  
Reglamento (1965-A, Sección 1965.26(a)). El  
prestatario adeuda la cantidad de CIENTO TREINTA

Y CINCO MIL NOVECIENTOS DIECINUEVE DOLARES CON OCHENTA Y OCHO CENTAVOS (\$135,919.88) la cual habrá de ser pagada de la siguiente forma:-

---Por un término de treinta y siete años con interés a razón del cinco por ciento anual, bajo el siguiente plan de pago; del primero de enero de mil novecientos noventa y tres al primero de enero de mil novecientos noventa y cinco el pago será diferido y nada aparecerá en el pagaré, pero el primero de enero de mil novecientos noventa y seis el pago será de OCHO MIL NOVECIENTOS NOVENTA Y CINCO DOLARES (\$8,995.00) anuales hasta que el principal y los intereses sean totalmente pagado, que de no pagarse ante, vencerán el diecinueve de setiembre del año dos mil treinta.-----

---El compareciente don Héctor O. Montesinos, me entrega a mí, el Notario, el pagaré garantizado con la hipoteca, quién me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América y una vez identificado por mí, el Notario, cerciorándome que se trata del mismo pagaré, procedo a poner al dorso del mismo la siguiente nota: -----

---"EL IMPORTE de este pagaré y la hipoteca que lo garantiza al día diecisiete de diciembre de mil novecientos noventa y dos dió un saldo deudor montante a la suma de CIENTO TREINTA Y CINCO MIL NOVECIENTOS DIECINUEVE DOLARES CON OCHENTA Y OCHO CENTAVOS (\$135,919.88) la cual habrá de ser pagada de la siguiente forma:-



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---Por un término de treinta y siete años con un interés a razón del cinco por ciento anual (5%), bajo el siguiente plan de pago; del primero de enero de mil novecientos noventa y tres al primero de enero de mil novecientos noventa y cinco el pago será diferido y nada aparecerá el pagaré, pero el primero de enero de mil novecientos noventa y seis el pago será de OCHO MIL NOVECIENTOS NOVENTA Y CINCO DOLARES (\$8,995.00) anuales hasta que el principal y los intereses sean totalmente pagado, que de no pagarse ante, vencerán el diecinueve de setiembre del año dos mil treinta, según consta de la escritura número sesenta y uno de esta misma fecha, otorgada ante este Fedatario en Arroyo, Puerto Rico. DOY FE. En Arroyo, Puerto Rico, a diecisiete de diciembre de mil novecientos noventa y dos. FIRMADO, SIGNADO, SELLADO Y RUBRICADO CANDIDO L. CORDERO PUEYO, Notario Público".

---QUINTA:-- Una vez puesta y firmada la nota devuelvo el pagaré al compareciente don Héctor O. Montesinos en el carácter que ostenta.--



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Hom.



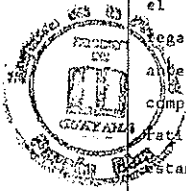
*J*



*J*

----- ACEPTACION Y LECTURA -----

---Los comparecientes aceptan la presente escritura en todas sus partes, luego de yo, el Notario, haberles hecho las advertencias legales pertinentes. Así lo dicen y otorgan ante mí. Leída esta escritura por los comparecientes, la cual otorgan ante mí ratificándola y firmándola junto conmigo, estampando además sus iniciales en cada uno de los folios. De todo lo que relata, refiera o afirma en esta escritura, yo, el Notario autorizante, DOY FE:-----



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SEBU  
Am

Salvador L. Cordeiro  
Eva & Diego Fuentes  
Alejo & Mariana

*[Handwritten signature]*



*[Handwritten mark]*



*[Handwritten mark]*

---Firmado: Salvador Enrique Berríos Velázquez,  
Eva Gloria Díaz Santos,-----  
Rector O. Montesinos-----

---Firmado, Signado, Sellado y Rubricado por el  
Notario que suscribe. Aparecen las iniciales de los  
otorgantes en todos los folios del original y se han  
cancelado los correspondientes sellos de rentas in-  
ternas y de impuesto notarial.

---CERTIFICO:--- Que esta es PRIMERA copia fiel  
y exacta del original que obra en mi protocolo  
bajo el número y fecha indicados, la cual expido  
a solicitud de parte interesada en la fecha de su  
otorgamiento. DOY FE:



NOTIFICADO por correo este  
documento al presentante y  
al notario, a la dirección  
suministrada, de las jellas  
consignadas en la notifica-  
ción, a fin de la cual se  
deja archivada en el registro  
de notificaciones bajo el  
Número 10 de Febrero  
de 1993.

Registrador

Respetado Término de Caducidad de un  
año por haberse recibido los documentos  
para la inscripción de los  
P. R. a. de 1993  
Registrador u Oficina

Hechas las modificaciones donde  
indican las notas puestas al  
margen de la descripción de las  
firmas manuscritas con las letras  
A y B solamente Guayama a 6  
de abril de 1993  
sin des.

Revised  
not  
6/19/93

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married,  
a resident of Guayama, Puerto Rico. In my  
official capacity as State Executive Director of  
the Farm Service Agency, U.S. Department of  
Agriculture, hereby declare under penalty of  
perjury that this is a true and exact copy of the  
original document which I have under my  
custody.

San Juan, Puerto Rico-----

JUAN M. ORTIZ SERBIÁ  
State Executive Director



EXHIBIT

7

FmHA Form 1940-17 (S)  
(Rev. 11-1-78)

41-06 deed #77

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

## PROMISSORY NOTE

Name: ELADIO ALICEA CINTRON		TYPE OF LOAN Type: <u>FO</u>	
State: PUERTO RICO		In accordance with: <input checked="" type="checkbox"/> Consolidated Farm and Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
Office: GUAYAMA		ACTION REQUIRING NOTE:  <input type="checkbox"/> Initial Loan <input type="checkbox"/> New Payment Plan <input checked="" type="checkbox"/> Subsequent Loan <input type="checkbox"/> Re-amortization <input type="checkbox"/> Consolidation and <input type="checkbox"/> Sale on Credit Subsequent Loan <input type="checkbox"/> Deferred Payments <input type="checkbox"/> Consolidation	
Case Number: 63-06-580609775	Date: NOVEMBER 2, 1984		

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in AVENIDA LOS VETERANOS #134.2, GUAYAMA, P.R. 00654, or at any other location designated in writing by the Government, the principal sum of FORTY-FOUR THOUSAND 00/100 dollars (\$44,000.00), plus interest on the unpaid principal at TEN AND THREE QUARTERS PERCENT (10 3/4%) per annum. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may **CHANGE THE INTEREST RATE**, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis and shall notify Borrower at his last known address by mail, with thirty (30) days' advance notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as stated below, unless modified by a different interest rate, on or before the following dates:

\$200.00	on January 1, 1985	\$200.00	on January 1, 1986
\$200.00	on January 1, 1987	\$N/A	on January 1, 19
\$N/A	on January 1, 19	\$N/A	on January 1, 19
\$N/A	on January 1, 19	\$N/A	on January 1, 19
\$N/A	on January 1, 19	\$N/A	on January 1, 19

and \$5,084.00 subsequently on January 1<sup>st</sup> of each year thereafter until the principal and interests are fully paid, except for the final payment of the debt established herein, which, if not sooner paid, shall be due and payable 40 years from the date of this promissory note, with the exception that advance payments may be made as provided for below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not advanced by the date of closing, the loan will be forwarded to Borrower, in accordance with Borrower's request and subject to approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interest will accrue on the amount of each advance beginning on the effective date of each, as shown in the Advance Payment Log at the end of this note. Borrower authorizes the Government to record the amount(s) and date(s) of any advance(s) in the Advance Payment Log.

For each re-amortized or consolidated promissory note, or for a new payment plan, interest accumulated as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate established herein.

Any payment made on any debt established by this promissory note shall be applied first to the interest accumulated as of the effective date of the payment and then to the principal.

Jay-Ce-Agriculture

Position 2

FmHA Form 1940 -- 17  
(Rev. 11-1-78)

[Partial Seal]

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at Borrower's convenience. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as a collection agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except for the final payment, or such payments shall be retained by the Government and transferred to the holder based on the date the annual installment is due. The effective date of any advance payment made by the Borrower, except for payments retained and transferred by the Government to the holder based on the date of the annual installment is due shall be the date of the United States Treasury check paid by the Government to the holder. The effective date of any advance payment retained and transferred by the Government to the holder based on the date of the annual installment is due shall be the date of Borrower's advance payment, and the Government shall pay the interest which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan established herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt established herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan established herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Re-amortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, re-amortize or as evidence of a new payment plan, but not as satisfaction of the principal and interests of the following promissory note(s) or subrogation agreement(s) (new terms):

AMOUNT OF NOTE	INTEREST RATE	DATE	ORIGINAL BORROWER	LAST INSTALLMENT DUE
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

The security documents taken pertaining to the loans established by these promissory notes or other related obligations are not affected by the granting of this consolidation, re-amortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans established by said promissory notes shall continue to guarantee the loan established by this promissory note and by any other related obligations.

**REFINANCING AGREEMENT:** If at any time the Government determines that Borrower may obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this promissory note in full and, if the lender is a cooperative, to pay for any necessary shares.

**DEFAULT:** Failure to pay any debt established herein when due or violation of any condition or agreement hereunder shall constitute default under any other instrument establishing a debt of the Borrower insured or guaranteed by the Government or otherwise relating to such a debt; default under any other such instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT**, the Government, at its convenience, may declare all or any part of any such debt immediately due and payable.

[Initials]

This Note is granted as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box titled "**TYPE OF LOAN**" above. This promissory note is subject to the present regulations of the Farmers Home Administration and to its future regulations that are not inconsistent with the provisions expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

(Borrower)

ELADIO ALICEA CINTRON

(Borrower)

P.O. BOX 671

PATILLAS P.R. 00723

ADVANCE PAYMENT REGISTRY					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$44,000.00	11/2/84	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$44,000.00	

"The balance of the principal plus interest as of September nineteen, nineteen ninety, is SEVENTY-ONE THOUSAND FOUR HUNDRED NINE DOLLARS AND EIGHTY CENTS, of which the appearing SECOND PARTY, Mr. Salvador Enrique Berrios Velázquez and his wife Eva Gloria Díaz Santos assume the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS, which shall be guaranteed by the same properties (3 farms), resulting in a reduced debt balance of FIFTY-EIGHT THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND EIGHTY-THREE CENTS, according to Deed Number SEVENTY-FIVE of this same date before this Notary" I DO ATTEST. In Arroyo, Puerto Rico, on September 19, 1990.

[Seal]

[Signature]

CANDIDO L. CORDERO PUEYO  
NOTARY PUBLIC

"THE AMOUNT of this promissory note and mortgage that guarantees it, as of December seventeen, nineteen ninety-two, is a balance owed in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED NINETEEN DOLLARS AND EIGHTY-EIGHT CENTS, which shall be paid as follows: for a period of thirty-seven years, with interest at a rate of five percent per annum, under the following payment schedule: from January first, nineteen ninety-three, to January first, nineteen ninety-five, payment shall be deferred and nothing shall appear on the promissory note, but, on January first, nineteen ninety-six, payment shall be EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS annually until the principal and the interest are fully paid, and if is not paid sooner, it shall reach maturity on September nineteen, two thousand thirty, according to deed number sixty-one of this same date, granted before this Notary in Arroyo, Puerto Rico. I DO ATTEST.

In Arroyo, Puerto Rico, on September 17, 1992.

[Seal]

[Signature]

CANDIDO L. CORDERO PUEYO  
NOTARY PUBLIC

### Statement of Accuracy

I hereby certify that the attached document titled:

**PROMISSORY NOTE**, November 2, 1984 – 4 pages

is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

DATED September 24, 2018.



---

Thomas L. Bransfield  
Professional Translation Spanish into English

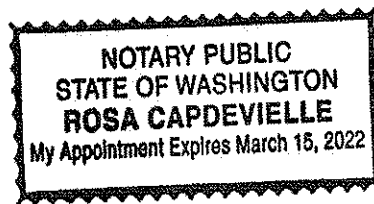
WITNESS my hand and official seal hereto affixed this 24<sup>th</sup> day of September of 2018.

Signature Rosa Capdevielle

Print Name: Rosa Capdevielle

Notary Public in and for the State of WA

My appointment expires: March 15<sup>th</sup> 2022



DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO

Tipo: FO

De acuerdo a:

- ☒ Consolidated Farm & Rural Development Act  
☐ Emergency Agricultural Credit Adjustment Act of 1978

EXHIBIT

8

Nombre <u>ELADIO ALICEA CINTRON</u>	
Estado <u>PUERTO RICO</u>	Oficina <u>GUAYAMA</u>
Caso Núm. <u>63-06-580609775</u>	Fecha <u>2 DE NOVIEMBRE DE 1984</u>

ACCION QUE REQUIERE PAGARE:

- |  |   |
|--|---|
| <input type="checkbox"/> Préstamo Inicial                      | <input type="checkbox"/> Nuevo Plan de Pago |
| <input checked="" type="checkbox"/> Préstamo Subsiguiente      | <input type="checkbox"/> Reamortización     |
| <input type="checkbox"/> Consolidación y préstamo subsiguiente | <input type="checkbox"/> Venta a Crédito    |
| <input type="checkbox"/> Consolidación                         | <input type="checkbox"/> Pagos Diferidos    |

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su

cesionario en su oficina en AVENIDA LOS VETERANOS #134.2, GUAYAMA, P. R. 00654

o en otro sitio designado por el Gobierno por escrito, la suma principal de CUARENTA Y CUATRO MIL

-----00/100----- dólares (\$ 44,000.00 ) más intereses sobre el principal adeudado al

DIEZ Y TRES CUARTO----- POR CIENTO ( 10 3/4 % ) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en ---41--- plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>200.00-----</u>	en enero 1, 1985	\$ <u>200.00-----</u>	en enero 1, 1986
\$ <u>200.00-----</u>	en enero 1, 1987	\$ <u>N/A-----</u>	en enero 1, 19 ;
\$ <u>N/A-----</u>	en enero 1, 19 ;	\$ <u>N/A-----</u>	en enero 1, 19 ;
\$ <u>N/A-----</u>	en enero 1, 19 ;	\$ <u>N/A-----</u>	en enero 1, 19 ;
\$ <u>N/A-----</u>	en enero 1, 19 ;	\$ <u>N/A-----</u>	en enero 1, 19 ;

y \$ 5,084.00----- , subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en ---40--- años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.



Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

**CONVENIO DE REFINANCIAMIENTO:** Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

*Eladio Alicea Cintron*

ELADIO ALICEA CINTRON

(Prestatario,

(Prestatario,

P. O. BOX 671

PATILLAS, P. R. 00723

### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married, a resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

*Juan M. Ortiz Serbiá*  
JUAN M. ORTIZ SERBIÁ  
State Executive Director

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$44,000.00	10/2/84	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$44,000.00	



"El balance del principal más intereses al diez y nueve de septiembre de mil novecientos noventa es de SETENTA Y UN MIL CUATROCIENTOS NUEVE DOLARES CON OCHENTA CENTAVOS de los cuales el compareciente de la SEGUNDA PARTE, Don Salvador Enrique Berríos Velázquez y su esposa---Eva Gloria Díaz Santos asumen la cantidad de DOC EMIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS la cual estará garantizada con las mismas propiedades (3 fincas) quedando el balance de la deuda reducida a CINCUENTA Y OCHO MIL SEISCIENTOS DIEZ Y OCHO DOLARES CON OCHENTA Y TRES CENTAVOS , según resulta de la Escritura Número SETENTA Y CINCO de esta misma fecha ante este Fedatario" DOY FE.-----  
En Arroyo, Puerto Rico, a 19<sup>a</sup> de septiembre de 1990.-----



CANDIDO L. CORDERO PUEYO  
NOTARIO PUBLICO

Forma F-11A 427-IPR  
(10.82)



NUMERO SETENTA Y SIETE  
NUMBER SEVENTY SEVEN

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En la Ciudad de Arroyo, Puerto Rico a los dos (2)-----  
In Arroyo, Puerto Rico, today November second of nineteen----  
días del mes de noviembre de mil novecientos ochenta  
eighty four (1984).  
y cuatro (1984).

ANTE MI  
BEFORE ME

EDUARDO GRAU ACOSTA

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Arroyo,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Arroyo,

Puerto Rico-----y oficina en Arroyo-----  
Puerto Rico-----and office in Arroyo----- Puerto Rico,

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.  
appear from said paragraph-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration-----

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".-----

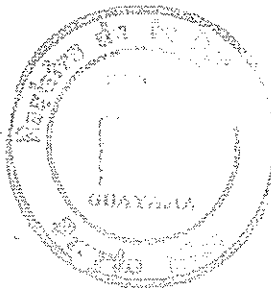
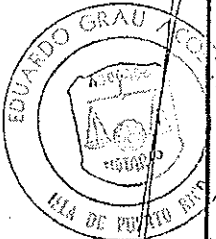
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration.-----

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with-----



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un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.

CUARTO: Se sobreentiende que:  
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any

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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefits

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note, but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE.  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
hereto to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in

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subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree  
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual  
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno  
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento,  
amounts as specified in paragraph NINTH hereof,

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee.

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal.

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del **Diez y Tres Cuarto**  
subparagraph shall bear interest at the rate of **TEN AND THREE QUART**

por ciento **(10 3/4 %)**  
per cent **10 3/4 %**

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.  
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee

tecario bajo los términos de esta hipoteca.  
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.  
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property, nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times--

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall--

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

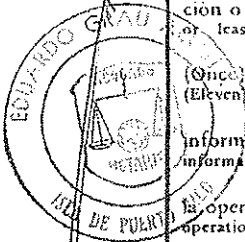
mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnar el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option





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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments,

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, . . . . .

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, . . . . .

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is . . . . .

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to . . . . .

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness . . . . .

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and . . . . .

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) . . . . .

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the . . . . .

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as . . . . .

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, . . . . .

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property . . . . .

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) . . . . .

de solicitar la protección de la ley, request the protection of the law . . . . .

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee . . . . .

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements . . . . .

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including . . . . .

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and . . . . .

rarios de abogado. \* attorney's fees. . . . .

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and . . . . .

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement . . . . .

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability . . . . .

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness . . . . .

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of . . . . .

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at . . . . .

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation . . . . .

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two) . . . . .

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negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage.

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases.

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee. and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor.

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law.

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given.

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration.

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee

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(10-82)

el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public use

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

**CUARENTA Y CUATRO MIL DOLARES; de los cuales la finca  
de marcada con la letra "A" responderá por Diecinueve  
of Seiscientos Dolares, la finca marcada con la letra "B"  
responderá por Doce Mil Doscientos Dolares y la finca  
marcada "C", respondera por Doce mil Doscientos Dolares.**

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan heretofore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagare:  
should assign this mortgage without insurance of the note,

**CUARENTA Y CUATRO MIL----- DOLARES (\$ 44,000.00 )  
FORTY FOUR THOUSAND----- DOLLARS (\$ 44,000.00 )**

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

**Diez y Tres Cuartos----- por ciento (10 3/4 % anual;  
Ten and Three Quart----- per cent (10 3/4 % per annum;**

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Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A)  
(A)

**CUARENTA Y CUATRO MIL ----- DOLARES (\$ 44,000.00 )**  
**FORTY FOUR THOUSAND----- DOLLARS (\$ 44,000.00 )**

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH.

Tercero;  
Three;

(B)  
(B)

**SESENTA Y SEIS MIL ----- DOLARES (\$ 66,000.00 )**  
**SIXTY SIX THOUSAND----- DOLLARS (\$ 66,000.00 )**

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;  
Three. In any event and at all times whatsoever;

(A) **DIECISIETE MIL SEISCIENTOS-----**  
(A) **SEVENTEEN THOUSAND SIX HUNDRED-----**  
(S) **17,600.00 -----** ) para intereses después de mora:  
(S) **17,600.00 -----** ) for default interest;

(B) **OCHO MIL OCHOCIENTOS-----**  
(B) **EIGHT THOUSAND EIGHT HUNDRED-----**  
(S) **\$8,800.00 -----** ) para contribuciones, seguro y otros adelantos para la con-  
(S) **\$8,800.00 -----** ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;  
SIXTH, Three;

(C) **CUATRO MIL CUATROCIENTOS-----**  
(C) **FOUR THOUSAND FOUR HUNDRED-----**  
(S) **4,400.00 -----** ) para costas, gastos y honorarios de abogado en caso  
(S) **4,400.00 -----** ) for costs, expenses and attorney's fees in case

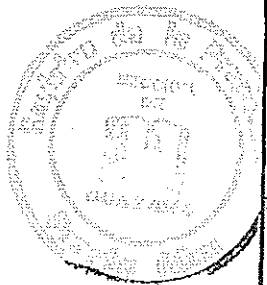
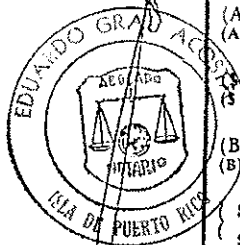
de ejecución;  
of foreclosure:

(D) **CUATRO MIL CUATROCIENTOS-----**  
(D) **FOUR THOUSAND FOUR HUNDRED-----**  
(S) **4,400.00 -----** ) para costas y gastos que incurriere el acreedor hipoteca-  
(S) **4,400.00 -----** ) for costs and expenditures incurred by the mortgagee in

procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.  
provided in paragraph (SIXTH, Thirteen.



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número  
"Promissory note executed in case number 63-06-580609775

firmado el día  
dated the two (2)

de noviembre de mil novecientos  
day of november nineteen hundred and

ochenta y cuatro (1984) por la suma de CUARENTA Y CUATRO MIL  
eighty four (1984) in the amount of FORTY FOUR THOUSAND

(\$44,000.00) dólares de principal más  
(\$44,000.00) of principal plus

intereses sobre el balance del principal adeudado a razón del  
interest over the unpaid balance at the rate of Ten and Three

cuarto 10 3/4% por ciento anual,  
percent per annum,  
10 3/4%

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due

a los Cuarenta (40)  
and payable Forty (40)

años de la fecha de este pagaré.  
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

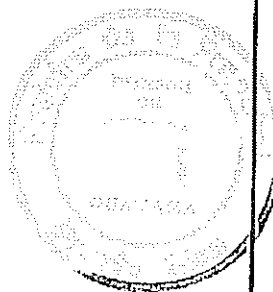
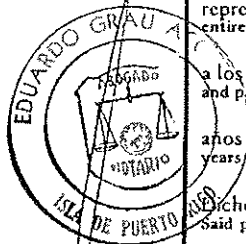
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:





-14-

Folio: 68  
Tomo: 157 Patillas  
Finca: 7086  
Ins: 3. ✓

Folio: 296  
Tomo: 137 Patillas  
Finca: 616  
Ins: 28. ✓

Folio: 83  
Tomo: 114 Patillas  
Finca: 5125  
Ins: 10. ✓

---RUSTICA:A: Predio de terreno con una cabida superficial de CATORCE CUERDAS, equivalentes a cinco hectáreas, cincuenta áreas, veinticinco centiáreas y sesenta milifareas, sito en el barrio Pollos del término municipal de Patillas, Puerto Rico: en lindes por el Norte, con una finca perteneciente a Santos Bernier, antes, hoy Eladio Alicea; por el Sur y Este, con la finca de Santos Pabón y por el Oeste, con la quebrada del barrio y sucesión Ramca.

---Inscrito al folio sesenta y siete(67) del tomo ciento cincuenta y siete(157) de Patillas, finca número siete mil seis(7,006), inscripción primera

---RUSTICA:B: Finca sin nombre compuesta de SETENTA Y TRES CUERDAS, equivalentes a veintiocho hectáreas ochenta y nueve áreas y ochenta centiáreas, radicada en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el Norte, con Narciso Bernier; por el Sur, con Nicasio Alicea; por el Esta, con Masina Benn de Lomboglia y por el Oeste, con Genaro Lobrón y la Quebrada Los Pollos.

---Inscrito al folio ciento cincuenta y cinco(155) del tomo ciento diez(110) de Patillas, finca número seisientos dieciséis(616).

---RUSTICA:C: Predio de terreno compuesto de DIEZ CUERDAS, equivalentes a tres hectáreas, noventa y tres áreas y cero cuatro centiáreas, sito en el barrio Los Pollos del término municipal de Patillas, en lindes por el Norte, con finca de don Santos Bernier; por el Sur, con la finca de la sucesión Latalladi; por el Este, con finca de la sucesión Merle y por el Oeste, con finca de la sucesión de José H. Rivera.

---Inscrito al folio ochenta(80) del tomo ciento catorce(114) de Patillas, finca número cinco mil ciento veinticinco(5,125).

---DUODECIMO: Que comparece en la presente escritura como Deudores Hipotecarios DON ELADIO ALICEA---  
CINTRON, mayor de edad, soltero, propietario y vecino de Patillas, Puerto Rico, cuya dirección postal es: Barrio Los Pollos, Patillas, Puerto Rico 00723.

---DECIMO TERCERO: El importe del préstamo aquí consignado se usará de la siguiente forma: DIECINUEVE MIL SEISCIENTOS DOLARES(\$19,600.00) para la compra de la finca marcada con la letra "A" y VEINTICUATRO MIL CUATROCIENTOS DOLARES(\$24,400.00) para el pago de equidad en la compra de las fincas marcadas con las letras "B" y "C".

CERTIFIED TRANSLATION

Don Eladio Alicea Cintrón  
Deed #77 11/24/84  
Mortg. Vol.

Folio 68  
Book 157 Patillas  
Lot 7006  
Reg. 3<sup>rd</sup>

---RURAL: A: Plot with a superficial capacity of FOURTEEN CUERDAS equivalent to five hectares, fifty areas, twenty-eight centiares and sixty milliares, located at Pollos ward of the municipality of Patillas, Puerto Rico, bordering on the North with a property belonging to Santos Bernier, previously, today Eladio Alicea; on the South and East with property of Santos Pabón and on the West with the ward ravine and Ramos Estate. -----

---Registered at folio sixty-seven (67) of book one hundred and fifty-seven (157) of Patillas, property number seven thousand and six (7,006), first inscription. -----

Folio 296<sup>o</sup>  
Book 137 Patillas  
Lot 616<sup>s</sup>  
Reg. 28<sup>th</sup>

---RURAL: B: Unnamed plot comprised of SEVENTY-THREE CUERDAS, equivalent to twenty-eight hectares, sixty-nine areas and eighty centiares, located at Los Pollos Ward of the municipality of Patillas, Puerto Rico, bordering on the North with Narciso Bernier; on the South with Nicasio Alicea, on the East with Blasina Benn de Lambogla and on the West with Genaro Lebrón and Los Pollos Ravine. -----

---Registered at folio one hundred and fifty-five (155) of book one hundred and ten (110) of Patillas, property number six hundred and sixteen (616). -----

Folio 83  
Book 114 Patillas  
Lot 5125  
Reg. 10<sup>th</sup>

---RURAL: C: Plot comprised of TEN CUERDAS, equivalent to three hectares, ninety-three areas and zero four centiares, located at Los Pollos Ward of the municipality of Patillas, bordering on the North with property of don Santos Bernier; on the South with property of Latalladi Estate, on the East with property of Merle Estate and on the West with property of José H. Rivera Estate. -----

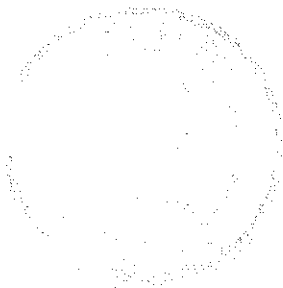
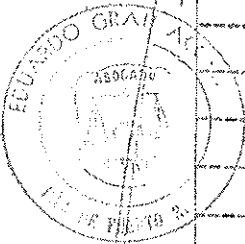
---Registered at folio eighty (80) of book one hundred and fourteen (114) of Patillas; property number five thousand one hundred and twenty-five (5,125). -----

---TWELFTH: That appearing in this deed as Mortgage

Debtors DON ELADIO ALICEA CINTRON, of legal age,



Para los efectos de inscripción en el Registro de la propiedad de esta escritura la finca marcada con la letra "A" responderá por la suma de Diecinueve Mil Seiscientos Dolares(\$19.600.00) del préstamo aquí consignado; la finca marcada con la letra "B" responderá por la sumadde Doce Mil Doscientos Dolares(\$12,200.00) y la finca marcada con la letra "C" responderá por la suma de Doce mil Doscientos Dolares(\$12,200.00) del préstamo aquí consignado.



single, property owner and resident of Patillas, Puerto Rico,  
whose postal address is: Los Pollos Ward, Patillas, Puerto  
Rico 00723. -----

---THIRTEENTH: The amount of the loan consigned herein  
will be used as follows: NINETEEN THOUSAND SIX  
HUNDRED DOLLARS (\$19,600.00) for the purchase of the  
property identified with the letter "A" and TWENTY-FOUR  
THOUSAND FOUR HUNDRED DOLLARS (\$24,400.00) for  
the equity payment in the purchase of properties identified  
with letters "B" and "C". -----

---For purposes of registering this property in the Property  
Registry, property marked with letter "A" is liable for the sum  
of Nineteen Thousand Six Hundred Dollars (\$19,600.00) of  
the loan consigned herein; the property marked with the  
letter "B" is liable for the sum of Twelve Thousand Two  
Hundred Dollars (\$12,200.00) and the property marked with  
the letter "C" is liable for the sum of Twelve Thousand Two  
Hundred Dollars (\$12,200.00) of the loan consigned herein.

RUBBER STAMP

This document was notified by mail to  
presenter and Notary Public, to the address  
supplied as to the faults consigned in  
the notice, copy of which was left filed in  
the Notices Record under Number 7  
Guayama, January 10, 1985.  
(sgd.) Illegible  
Registrar

Suspended the Caducity Term of 60 days  
for having received today the documents  
for the correction of the fault.

Guayama, February 14, 1985

(sgd.) Illegible, Registrar

Forma FmHA 427-1PR  
(10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851).  
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with

Forma Fm1A 427-1118  
( 10-82 )



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-----  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

Forma FmHA 427--1PR  
(10-82)

---ACEPTACION---  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.  
I advised him (them).

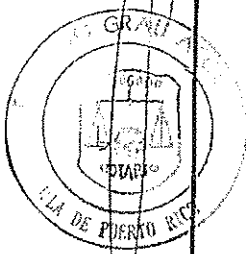
Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.

FIRMADO: ELADIO ALICEA CINTRON



Firmado, signado, sellado y rubricado por

el Notario autorizante en todos los folios del original y de las copias que se le entregan.



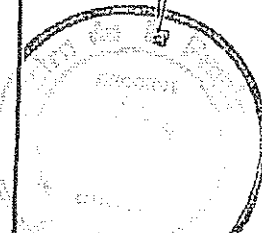
Firmado, signado, sellado y rubricado por

el Notario autorizante en todos los folios del original y de las copias que se le entregan.

DOY FE, en la fecha de su otorgamiento.

DOY FE,

Notario Público



NOTIFICADO por correo este  
 doumento al presentarlo y  
 al notario, a la direccin  
 correspondiente, de las folias  
 consignadas en la notifica-  
 cin, o p. de la cual se  
 dejó archivada en el legajo  
 de Notificaciones bajo el  
 Número 7  
 Guayama, a 10 de enero  
 de 1985.

Jaime  
 Registrador

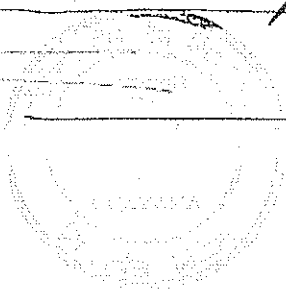
Recomendado Término de C. Judicial de Gu  
 yama, P.R. a 10 de enero de 1985

Jaime  
 Registrador Oficial

Disento donde indica la notapunta  
 al margen de la descripción de cada  
 una de las fincas. Además de la hipot-  
 teca que por este documento se constituye  
 las fincas "B" y "C" se hallan afectas a tres  
 hipotecas a favor de Estados Unidos de América,  
 de la Administración de Seguros de Seguros y de  
 Estados Unidos de América por las sumas de  
 \$95,900.00, \$9500.00 y \$26,000.00. Hallándose afec-  
 tas además la finca lote "B" por su procedencia  
 a una penitencia a favor de la Autoridad de  
 los Fuentes Fluviales del P.R. Guayama, a 19 de fe-  
 brero de 1985.

Jaime  
 Registrador

Jaime  
 Registrador



HANDWRITTEN:

Registered as indicated on the margin of the description of each one of the lots. In addition to the mortgage constituted herein, lots "B" and "C" are encumbered by three mortgages on behalf of the U.S.A., the Small Business Administration and the U.S.A. for the amounts of \$95,900.00, \$9,500.00, and \$26,000.00. Also encumbered is lot "B" by its origin to an easement on behalf of PREPA.

Guayama, February 19, 1985.

No Fees

(Signed) Registrar





NUMBER SEVENTY-FIVE (75)  
MODIFICATION AND SALE

In Arroyo, Puerto Rico, on September nineteen, nineteen ninety,

IN MY PRESENCE

CANDIDO L. CORDERO PUEYO, Attorney and Notary Public, with offices located at number sixty-six, Calle Morse, in Arroyo, Puerto Rico,

THERE NOW APPEAR

AS THE FIRST PARTY, AS SELLER: MR. ELADIO ALICEA CINTRON, of legal age, single, property owner and resident of Patillas, Puerto Rico, 4 \_\_\_\_\_

AS THE SECOND PARTY, AS BUYERS: MR. SALVADOR ENRIQUE BERRIOS VELAZQUEZ and MRS. EVA GLORIA DIAZ SANTOS, of legal age, married to each other, and residents of Arroyo, Puerto Rico, \_\_\_\_\_ id \_\_\_\_\_ respectively.

AS THE THIRD PARTY: THE UNITED STATES OF AMERICA, acting herein through the Farmers Home Administration, in accordance with the dispositions of the Congress law titled "Consolidated Farmers Home Administration Act of 1961" and/or the Housing Act of nineteen forty-nine (1949), both as amended, with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. MIGUEL A. LEFEBRE, who is of legal age, married, a resident of Coamo, Puerto Rico, 584-10-5470, in his capacity as County Supervisor of the Guayama office of the Farmers Home Administration, whose credentials appear duly recorded in the Property Registry.

I BEAR WITNESS to my personal acquaintance of the parties and, from their statements and my understanding, to their age, marital status, professions and residences. They assure me they have, and in my judgment they do have, the necessary legal authority for the execution of this deed, and thus, voluntarily

THEY DECLARE

FIRST: That the FIRST PARTY are the owners of the following properties:

A. RURAL: Plot of land with a surface area measuring FOURTEEN CUERDAS\*, equivalent to five hectares, fifty ares, twenty-five centiares and sixty milliares, located in Barrio Los Pollos in the municipality of Patillas, Puerto Rico. It has the following boundaries: to the NORTH, with a farm belonging previously to Santos Bernier, currently to Eladio Alicea; to the SOUTH AND EAST, with a farm belonging to Santos Pabón, and to the WEST, with the local stream and the Ramos heirs.

---

\*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.



[A handwritten note in the margin reads as follows:]  
Volume 157, page 69, farm 7006, 4th entry

B. RURAL: Unnamed farm consisting of SEVENTY-THREE *CUERDAS*, equivalent to twenty-eight hectares, sixty-nine ares, and eighty centiares, located in Barrio Los Pollos in the municipality of Patillas, Puerto Rico. It has the following boundaries: to the NORTH, with Nicasio Bernier; to the SOUTH, with Nicasio Alicea; to the EAST, with Blasina Benn de Lamboglia, and to the WEST, with Genaro Lebrón and the Los Pollos stream.

[A handwritten note in the margin reads as follows:]  
Volume 137, page 297, farm 616, 29th entry

C. RURAL: Plot of land consisting of TEN *CUERDAS*, equivalent to three hectares, ninety-three ares and four centiares, located in Barrio Los Pollos in the municipality of Patillas, Puerto Rico. It has the following boundaries: to the NORTH, with the farm belonging to Santos Bernier; to the SOUTH, with the farm belonging to the Latalladi heirs; to the EAST, with the farm belonging to the Merle heirs, and to the WEST, with the farm belonging to the heirs of José H. Rivera.

[A handwritten note in the margin reads as follows:]  
Volume 114, page 83, side two, farm 5125, 11th entry

Farm A was acquired pursuant to Deed of Sale number seventy-five, executed in Arroyo, Puerto Rico on November two, nineteen eighty-four, before the Notary Eduardo Grau Acosta.

It is registered on page sixty-eight, volume one hundred and fifty-seven of Patillas, farm number seven thousand and six, second entry.

Farms B and C were acquired pursuant to Deed of Sale and Mortgage Assumption number seventy-six, executed in Arroyo, Puerto Rico, on November two, nineteen eighty-four, before the Notary Eduardo Grau Acosta.

It is registered on pages two hundred and ninety-six and eighty-two, side two, volumes one hundred and thirty-seven and one hundred and fourteen of Patillas, farms numbers six hundred and sixteen (616-5) and five thousand one hundred and twenty-five (5125), twenty-seventh and ninetieth entries, respectively.

Farm A is encumbered by a mortgage to the order of the United States of America, or its representative, in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), with interest at the rate of ten and three quarters percent (10.75%) per annum, pursuant to deed number seventy-seven, dated November two, nineteen eighty-four, executed in Arroyo, Puerto Rico, before the Notary Eduardo Grau Acosta.

Said mortgage is registered on page sixty-eight, volume one hundred and fifty-seven of Patillas, farm number seven thousand six, third entry.

Farms B and C are encumbered by the following mortgages:

A mortgage to the order of the United States of America in the amount of NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00), with interest at the rate of five percent (5%) per annum, pursuant to deed number sixty-three (63), dated May four (4), nineteen seventy-eight (1978), executed in Arroyo, Puerto Rico, before the Notary Kenneth Marty López.

It is registered on pages one hundred and fifty-six and one hundred and fifty-eight, of volumes one hundred and ten and one hundred and fourteen of Patillas, respectively, farms numbers six hundred and sixteen (616-4) and five thousand one hundred and twenty-five (51250), respectively.

A mortgage to the order of the United States of America, or its representative, in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), with interest at the rate of ten and three quarters percent (10.75%) per annum, pursuant to deed number seventy-seven, dated November two, nineteen eighty-four, executed in Arroyo, Puerto Rico, before the Notary Eduardo Grau Acosta.

A mortgage to the order of the Small Business Administration in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00), with interest at the rate of seven and three eighths percent (7 3/8%) per annum, pursuant to deed number fifteen (15), dated April twenty-five, nineteen ten, executed in San Juan, Puerto Rico, before the Notary Jorge Ramírez de Arrellano.

It is registered on page one thousand five hundred and seventy, volume one hundred and ten of Patillas, farm number six hundred and sixteen, entry number twenty-five.

SECOND: The SELLER states that, in order to transfer the farms described above to the BUYERS, he requested and obtained the authorization of the mortgagee, the United States of America, acting through the Administrator of the Farmers Home Administration, in accordance with the Congress titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein. He also sought modification of a mortgage debt liquidated on September nineteen, nineteen ninety.

THIRD: The FIRST and SECOND PARTIES state that they have agreed to execute a sale contract for the properties described above and they formalize said agreement in accordance with the following

#### CLAUSES

FOURTH: This sale is carried out at the agreed and adjusted price of ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), of which amount the BUYERS are liable as follows:

A. They assume a debt for ONE HUNDRED AND TWENTY-TWO THOUSAND TWO HUNDRED AND NINE DOLLARS AND THREE CENTS (\$122,209.03), which is the product of the first mortgage mentioned in the preceding first paragraph of this deed, liquidated on September nineteen, nineteen ninety, giving an unpaid balance of NINETY-FOUR THOUSAND FOUR HUNDRED AND FORTY-FOUR DOLLARS AND

EIGHTY-FOUR CENTS (\$94,444.84) of principal, plus TWENTY-SEVEN THOUSAND SEVEN HUNDRED AND SIXTY-FOUR DOLLARS AND NINETEEN CENTS (\$27,764.19) of accumulated interest. They also assume a debt for TWELVE THOUSAND SEVEN HUNDRED AND NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97) from the second mortgage mentioned in the preceding first paragraph of this deed. The mortgage debt in this case amounted to SEVENTY-ONE THOUSAND FOUR HUNDRED AND NINE DOLLARS AND EIGHTY CENTS (\$71,409.80) of principal plus interest, on September nineteen, nineteen ninety. The SELLER continues to personally owe the remainder of FIFTY-EIGHT THOUSAND SIX HUNDRED AND EIGHTEEN DOLLARS AND NINETY-THREE CENTS (\$58,618.93).

FIFTH: The sale price of the properties is distributed as follows:

FIFTY THOUSAND DOLLARS (\$50,000.00) for Farm A;  
SIXTY THOUSAND DOLLARS (\$60,000.00) for Farm B;  
TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for Farm C.

SIXTH: MR. MIGUEL A. LEFEBRE, in the capacity he bears, states that the Berrios Velázquez-Díaz Santos spouses qualified to receive the benefits of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", and they have agreed to modify the payment method of the installments set forth in the promissory note as follows:

The entire amount owed on September nineteen, nineteen ninety is SEVENTY-ONE THOUSAND FOUR HUNDRED AND NINE DOLLARS AND EIGHTY CENTS (\$71,409.80) of principal plus interest. This amount is the product of an original loan in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), which is broken down as FORTY-FOUR THOUSAND DOLLARS (\$44,000.00) of principal and TWENTY-SEVEN THOUSAND FOUR HUNDRED AND NINE DOLLARS AND EIGHTY CENTS (\$27,409.80) of accumulated interest, for a total of SEVENTY-ONE THOUSAND FOUR HUNDRED AND NINE DOLLARS AND EIGHTY CENTS (\$71,409.80), of which amount the BUYERS only assume the sum of TWELVE THOUSAND SEVEN HUNDRED AND NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97).

The THIRD PARTY, MR. MIGUEL A. LEFEBRE, gives me, the Notary, the promissory note secured by the mortgage and assures me it has not been negotiated or encumbered in any way by the current owner and holder, the United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to attach to the back of said promissory note the following note:

"The balance of principal plus interest on September nineteen, nineteen ninety, is SEVENTY-ONE THOUSAND FOUR HUNDRED AND NINE DOLLARS AND EIGHTY CENTS (\$71,409.80), of which amount the SECOND PARTY assume the sum of TWELVE THOUSAND SEVEN HUNDRED AND NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97), which is secured by the same properties (three farms). The balance of the debt is thus reduced to FIFTY-EIGHT THOUSAND SIX

HUNDRED AND EIGHTEEN DOLLARS AND EIGHTY-THREE CENTS (\$58,618.83), pursuant to deed number seventy-five of this same date, before the undersigned Notary. In Arroyo, Puerto Rico, on September nineteen, nineteen ninety. Signed, sealed, stamped and endorsed: CANDIDO L. CORDERO PUEYO, NOTARY PUBLIC.”

Once the note is attached and signed, I return the original promissory note to MIGUEL A. LEFEBRE, in the capacity he bears.

#### ACCEPTANCE AND READING

The parties accept in this deed in its entirety, finding it has been drawn up according to their instructions. I, the Notary, have given the parties the pertinent legal warnings. So they state and execute before me. The parties have personally read this deed which they execute in my presence, ratifying and signing it with me and placing their initials on every page. To everything stated in this public instrument I, the authorizing Notary, BEAR WITNESS.

NOTE: For the record, the interest rate for this type of loan for farm purchase, permanent improvements or operational costs secured by this deed may be increased by the Farmers Home Administration, in accordance with current regulations and the terms of the promissory note. I BEAR WITNESS ONCE AGAIN.

[Signatures]

[Seals]

SIGNED: MR. ELADIO ALICEA CINTRO, MR. SALVADOR BERRIOS VELAZQUEZ, MRS. EVA GLORIA DIAZ SANTOS and MR. MIGUEL A. LEFEBRE, as County Supervisor of the Farmers Home Administration.

SIGNED: Signed, stamped, sealed and endorsed: CANDIDO L. CORDERO PUEYO, NOTARY PUBLIC.

The applicable Sales Tax and Notary Tax seals are cancelled. The parties placed their initials on every page of the original. This is the FIRST CERTIFIED COPY of the deed filed as number SEVENTY-FIVE in my protocol of public instruments authorized by this Notary office in my custody for the year 1990. It consists of nine pages. I issue this copy on the same day of its execution for delivery to one of the parties, making note of its issuance in the original.

[Signature]

CANDIDO L. CORDERO PUEYO

Notary Public

[Seal]

Registered where indicated in the margin notes next to each of the farms. Farm 7006 is encumbered by a mortgage to the U.S.A for \$44,000.00 and by the mortgage furnished herein, I mean, farm #616 is encumbered by an easement to the A.F.F. of P.R. and farm #5125 is encumbered by mortgages to the U.S.A. for \$95,000.00, \$44,000.00 and to the order of the Small Business Administration for \$9,500.00. Guayama, December 10, 1990.

[Signature]

Property Recorder

Fees: \$400.50

[Illegible]

1 @ \$10.00 f0757373

1 @ \$490.00 F0757372

1 stamp for 50 cents 3372922

[Signature]

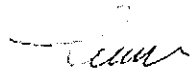
3/5/91

[Seal]

## CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

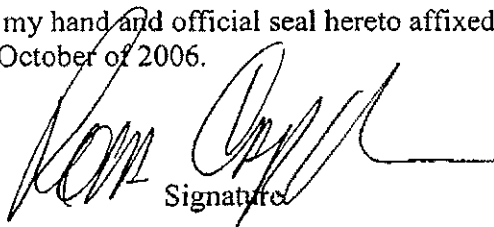
DATED this 10<sup>th</sup> day of October of 2006.



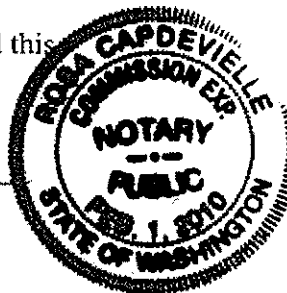
Nicole Harris

*Federal and State Certified translator and interpreter*

WITNESS my hand and official seal hereto affixed this  
10<sup>th</sup> day of October of 2006.



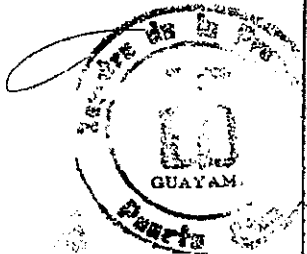
Signature



Print Name: Rosa Capdevielle  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/10

EXHIBIT

11



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-----NUMERO SETENTA Y CINCO (75)-----

-----MODIFICACION Y COMPRAVENTA-----

-----En Arroyo, Puerto Rico, a los diez y nueve días  
del mes de septiembre de mil novecientos noventa.---

-----ANTE MI-----

-----CANDIDO L. CORDERO PUEYO, Abogado y Notario Pú-  
blico, con oficina abierta en la Calle Morse Número-  
Sesenta y Seis Interior en Arroyo, Puerto Rico.-----

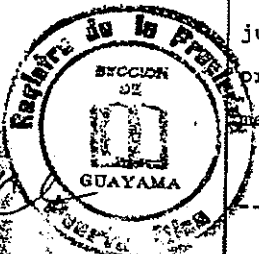
-----COMPARECEN-----

✓ -----DE LA PRIMERA PARTE Y COMO VENDEDOR: Don Ela-  
dio Alicea Cintrón, mayor de edad, soltero, vecino--  
de Patillas, Puerto Rico, -----

✓ -----DE LA SEGUNDA PARTE Y COMO COMPRADORES: Don --  
Salvador Enrique Berríos Velázquez y Doña Eva Gloria  
Díaz Santos, mayor de edad, casados entre sí y veci-  
nos de Arroyo, Puerto Rico, ----- y-----  
respectivamente.-----

-----DE LA TERCERA PARTE: Estados Unidos de América  
actuando por conducto y a través de la Administra-  
ción de Hogares de Agricultores, a tenor con las dis-  
posiciones de las Leyes del Congreso tituladas "Con-  
solidated Farmers Home Administration Act of 1961"--  
y/o Ley de Hogares de mil novecientos cuarenta y---  
nueve (1949), según han sido enmendadas, con ofici-  
nas principales en Washington, Distrito de Columbia,  
Estados Unidos de América, representado en este acto  
por Don Miguel A. Lefebre, mayor de edad, casado y--





vecino de Coamo, Puerto Rico, 584-10-5470, en su carácter de Supervisor Local de la Administración de Hogares de Agricultores, Oficina de Guayama, cuyas facultades para este acto constan debidamente acreditadas en el Registro de la Propiedad.

-----DOY FE-----

-----Del conocimiento personal de los comparecientes y por sus dichos y mi creencia de su edad, estado civil, profesión y vecindad. Me aseguran tener y a mi juicio tienen la capacidad legal necesaria para el presente otorgamiento, por lo que libre y voluntariamente,

-----EXPONEN-----

-----PRIMERO: Que el compareciente de la PRIMERA PARTE es dueño de las siguientes propiedades:-----

-----A: "RUSTICA: Predio de terreno con una cabida superficial de CATORCE CUERDAS, equivalentes a cinco hectáreas, cincuenta áreas, veinticinco centiáreas, sesenta miliáreas, sito en el Barrio Pollos del término municipal de Patillas, Puerto Rico en lindes por el NORTE, con una finca perteneciente a Santos Bernier, antes, hoy Eladio Alicea; SUR Y ESTE con la finca de Santos Pabón Y OESTE con la quebrada del Barrio y Sucesión Ramos".-----

-----B: "RUSTICA: Finca sin nombre compuesta de SESENTA Y TRES CUERDAS, equivalentes a veinticocho hectáreas, sesenta y nueve áreas y ochenta centiáreas, radicada en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE con Nicasio Bernier; SUR con Nicasio Alicea; ESTE con Blasina Benn de Lamboglia y OESTE con Genaro Lebrón y la Quebrada Los Pollos".-----

-----C: "RUSTICA: Predio de terreno compuesto de DIEZ CUERDAS, equivalentes a tres hectáreas, noventa y tres áreas y cero cuatro centiáreas, sita en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el NORTE con finca de Santos Bernier, SUR con la finca de la Sucesión Latallá, di, ESTE con finca de la Sucesión Merle y por el OESTE con la finca de la Sucesión de José H. Rivera".-----

S E B V

E D Z

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Libro 157 Patillas

Libro 158 Patillas

Libro 159 Patillas

Libro 160 Patillas

Libro 161 Patillas

Libro 162 Patillas

Libro 163 Patillas

Libro 164 Patillas

Libro 165 Patillas

Libro 166 Patillas

Libro 167 Patillas

Libro 168 Patillas

Libro 169 Patillas

Libro 170 Patillas

Libro 171 Patillas

Libro 172 Patillas

Libro 173 Patillas

Libro 174 Patillas

Libro 175 Patillas

Libro 176 Patillas



-----La propiedad A fue adquirida mediante la Escritura número SETENTA Y CINCO de Compraventa, otorgada en Arroyo, Puerto Rico el día dos de noviembre de mil novecientos ochenta y cuatro, otorgada ante el Notario Público Don Eduardo Grau Acosta.-----

-----Inscrita al folio sesenta y ocho del tomo ciento cincuenta y siete de Patillas, finca siete mil seiscientos, inscripción segunda. -----



-----La propiedad B y C fue adquirida mediante la Escritura Número SETENTA Y SEIS de Compraventa Asuendo Hipoteca, otorgada en Arroyo, Puerto Rico el día dos de noviembre de mil novecientos ochenta y cuatro, ante el Notario Público Don Eduardo Grau Acosta.-----

-----Inscrita a los folios doscientos noventa y seis y ochenta y dos vuelto, de los tomos ciento treinta y siete y ciento catorce de Patillas, fincas seiscientos diez y seis (616 1/2) y cinco mil ciento veinticinco, (5,125), inscripciones veintisiete y novena respectivamente.-----



-----La propiedad A se halla afecta a una hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00) con intereses a razón del DIEZ Y TRES CUARTO por ciento anual (10-3/4%) según consta de la Escritura Número SETENTA Y SIETE de fecha dos de noviembre de mil novecientos ochenta y cuatro, otorgada en Arroyo, Puerto Rico ante el Notario Público Don Eduardo Grau Acosta.-----

-----Inscrita dicha hipoteca al folio sesenta y ocho del tomo ciento cincuenta y siete de Patillas, finca

SEBV

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número siete mil seis, inscripción tercera.-----

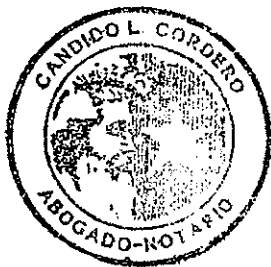
-----Las propiedades B y C se hallan afectas a las--  
siguientes hipotecas:-----

-----A hipoteca a favor de los Estados Unidos de Amé-  
rica o a su orden por la suma principal de NOVENTA Y  
CINCO MIL NOVECIENTOS DOLARES (\$95,900.00) con inte-  
reses a razón del CINCO (5%)-----  
por ciento anual según consta de la Escritura Núme-  
ro SESENTA Y TRES (63)-----  
de fecha cuatro (4) de mayo ----- de mil no-  
vecientos setenta y ocho (1978)----, otorgada en-  
Guayama-----, Puerto Rico ante el Notario Públi-  
co Don Kenneth Marty López.-----

-----Inscrita a los folios ciento cincuenta y seis--  
y ocho, de los tomos ciento diez y ciento catorce---  
de Patillas respectivamente, fincas seiscientos diez  
y seis (616 4) y cinco mil ciento veinticinco (5,125)  
inscripciones veinticuatro y sexta respectivamente.-

-----A hipoteca a favor de Estados Unidos de América  
o a su orden por la suma principal de CUARENTA Y CUA-  
TRO MIL DOLARES (\$44,000.00) con intereses a razón--  
del DIEZ Y TRES CUARTOS (10-3/4%) por ciento anual--  
según consta de la Escritura Número SETENTA Y SIETE  
de fecha dos de noviembre de mil novecientos ochenta  
y cuatro, otorgada en Arroyo, Puerto Rico ante el No-  
tario Público Don Eduardo Grau Acosta.-----

-----A hipoteca a favor de la Administración de Pe-  
queños Negocios o a su orden por la suma principal--  
de NUEVE MIL QUINIENTOS DOLARES (\$9,500.00) con in-  
tereses a razón del SIETE Y TRES OCTAVOS (7-3/8%)---



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según consta de la Escritura Número QUINCE (15)---  
de fecha veintipinco de abril de mil novecientos---  
diez, otorgada en San Juan, Puerto Rico ante el No-  
tario Público Don Jorge Ramírez de Arellano.-----

-----Inscrita al folio mil quinientos setenta, tomo  
ciento diez de Patillas, finca número seiscientos--  
diez y seis, inscripción número veinticinco.-----

-----SEGUNDO: Sigue manifestando el VENDEDOR que--  
con el fin de transferir las propiedades antes des-  
critas a los COMPRADORES, solicitaron el consenti-  
miento del ACREEDOR HIPOTECARIO, Estados Unidos de-  
América, actuando por conducto y a través del Ad---  
ministrador de Hogares de Agricultores de conformi-  
dad con la Ley del Congreso titulada "Consolidated-  
Farmers Home Administration Act of 1961" y el regla-  
mento aprobado al efecto así como también solicita-  
ron la modificación de una deuda hipotecaria según-  
liquidada al día diez y nueve de septiembre de mil-  
novecientos noventa.-----

-----TERCERO: Exponen los comparecientes de la PRI-  
MERA Y SEGUNDA PARTE que tienen convenido el otorga

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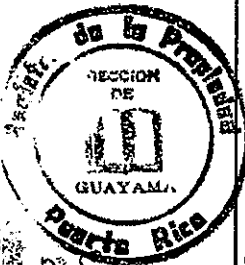
miento de un contrato de compraventa de las propie--  
dades antes descritas y formalizan lo pactado de---  
acuerdo con las siguientes:-----

-----CLAUSULAS-----

-----CUARTO: Se realiza esta venta por el convenido-  
y ajustado precio de CIENTO TREINTA Y CINCO MIL-----  
DOLARES (\$135,000.00) de cuya suma la parte COMPRA--  
DORA se responsabiliza según el siguiente desglose:-

-----A- Asume un adeuda de CIENTO VEINTIDOS MIL DOS  
CIENTOS NUEVE DOLARES CON TRES CENTAVOS-----  
(\$122,209.03) producto de la primera hipoteca men--  
cionada en el expositivo PRIMERO de esta escritura--  
según liquidación del diez y nueve de septiembre de--  
mil novecientos noventa, que arrojó un principal de--  
NOVENTA Y CUATRO MIL CUATROCIENTOS CUARENTA Y CUATRO  
DOLARES CON OCHENTA Y CUATRO CENTAVOS (\$94,444.84) e  
intereses acumulados de VEINTISIETE MIL SETECIENTOS--  
SESENTA Y CUATRO DOLARES CON DIEZ Y NUEVE CENTAVOS--  
(\$27,764.19) y asume una deuda por DOCE MIL SETE---  
CIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS  
(\$12,790.97) de la segunda hipoteca mencionada en el  
expositivo PRIMERO de esta escritura. La deuda hipo-  
tecaria en este caso alcanzaba la suma de SETENTA Y-  
UN MIL CUATROCIENTOS NUEVE DOLARES CON OCHENTA CENTA  
VOS (\$71,409.80) producto de su principal e intere--  
ses al día diez y nueve de septiembre de mil nove---  
cientos noventa. El remanente de CINCUENTA Y OCHO--  
MIL SEISCIENTOS DIEZ Y OCHO DOLARES CON NOVENTA Y---  
TRES CENTAVOS (\$58,618.93) los continúa adeudando el  
VENDEDOR en su carácter personal.-----

-----QUINTO: El precio de la venta de las propieda-  
des se distribuye de la siguiente forma:-----





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Esc *[Signature]*



----La suma de CINCUENTA MIL DOLARES (\$50,000.00)---  
para la finca "A"; a suma de SESENTA MIL DOLARES---  
(\$60,000.00) para la finca "B" y la suma de VEINTI---  
CINCO MIL DOLARES (\$25,000.00) para la finca "C".---

-----SEXTO: Que manifiesta el compareciente DON MI-  
GUEL A. LEFEBRE en su carácter que ostenta que los--  
adquirentes esposos Barrios Velázquez-Díaz Santos---  
fueron aceptados para recibir los beneficios de la--  
Ley del Congreso denominada "Consolidated Farmers Ho-  
me Administration Act of 1961" y han convenido en mo-  
dificar la forma de pago consignados en los pagarés--  
en la siguiente forma:-----

----El importe total adeudado al día diez y nueve---  
de septiembre de mil novecientos noventa asciende a--  
la suma de SETENTA Y UN MIL CUATROCIENTOS NUEVE DOLA-  
RES CON OCHENTA CENTAVOS (\$71,409.80) que incluye---  
principal más intereses. Este total es producto de--  
un préstamo original por la suma de CUARENTA Y CUA--  
TRO MIL DOLARES (\$44,000.00) y se desglosa en CUAREN-  
TA Y CUATRO MIL DOLARES (\$44,000.00) de principal y-  
VEINTISIETE MIL CUATROCIENTOS NUEVE DOLARES CON ---  
OCHENTA CENTAVOS (\$27,409.80) de intereses acumula--  
dos. De ese total de SETENTA Y UN MIL CUATROCIENTOS-  
NUEVE DOLARES CON OCHENTA CENTAVOS (\$71,409.80) el--  
COMPRADOR sólo asumirá la cantidad de DOCE MIL SETE-  
CIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS  
(\$12,790.97).-----

-----El compareciente de la TERCERA PARTE, DON MI---  
GUEL A. LEFEBRE me entrega a Mí el Notario el pagaré  
garantizado con la hipoteca, quien me asegura no ha-  
sido negociado ni gravado en forma alguna por su ac-  
tual tenedor y poseedor, Estados Unidos de América y  
una vez identificado por Mí, el Notario, cerciorando



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me que se trata del mismo pagará, procedo a poner al dorso del mismo la siguiente nota:-----

-----"El balance del principal más intereses al diez y nueve de septiembre de mil novecientos noventa es de SETENTA Y UN MIL CUATROCIENTOS NUEVE DOLARES CON OCHENTA CENTAVOS (\$71,409.80) de los cuales el compareciente de la SEGUNDA PARTE asume la cantidad de--- DOCE MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y-- SIETE CENTAVOS (\$12,790.97) la cual estará garantizada con las mismas propiedades (tres fincas) quedando el balance de la deuda reducida a CINCUENTA Y OCHO-- MIL SEISCIENTOS DIEZ Y OCHO DOLARES CON OCHENTA-- Y TRES CENTAVOS (\$58,618.83), según resulta de la escritura número SETENTA Y CINCO de esta misma fecha ante este Fedatario." DOY FE. En Arroyo, Puerto Rico a diez y nueve de septiembre de mil novecientos noventa. Firmado, Signado, Sellado y Rubricado: CANDIDO L. CORDERO PUEYO, NOTARIO PUBLICO.-----

Una vez puesta y firmada la nota, devuelvo el pagaré original al compareciente DON MIGUEL A. LEFEBRE, en el carácter que ostenta.-----

-----ACEPTACION Y LECTURA-----

-----Los comparecientes aceptan la presente escritura en todas sus partes por encontrarla redactada conforme a sus instrucciones. Yo, el Notario, hice las advertencias de ley pertinentes. Así lo dicen y---- otorgan ante Mí. Leída esta escritura por los comparecientes, la cual otorgan ante mí, ratificándola y firmándola junto conmigo, estampando además sus iniciales en cada uno de sus folios. De todo lo que se relata o refiera o afirma en este Instrumento Público, Yo, el Notario Autorizante, DOY FE.-----



BDS

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-----SALVEDAD: Se hace constar que el por ciento de interés de préstamos para compra de fincas, mejoras permanentes o gastos operacionales garantizado con este Instrumento podrá ser aumentado por la Administración de Hogares de Agricultores de acuerdo con la reglamentación vigente y los términos del pagaré.---

REPITO LA FE.-----

*Elaborado Enrique Berri Velazquez*

*Febrero 10/14*



*Elaborado Alicia Antón*

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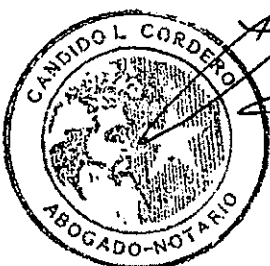




FIRMADO: DON ELADIO ALICEA CINTRON, DON SALVADOR--  
ENRIQUE BERRIOS VELAZQUEZ, DONA EVA GLORIA DIAZ SAN--  
TOS y DON MIGUEL A. LEFEBRE como Supervisor Local de--  
Farmers Home Administration.-----

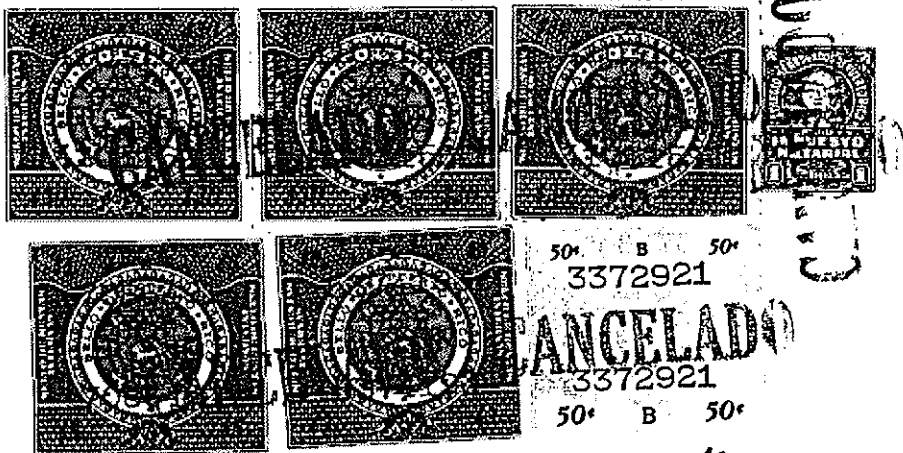
FIRMADO: Signado, Sellado y Rubricado: CANDIDO L.--  
CORDERO PUEYO, Notario Público.-----

Hay cancelados los correspondientes Sellos de Rentas--  
Internas y con el del Impuesto Notarial. Estamparon--  
sus iniciales los otorgantes en cada uno de los fo--  
lios del original. ES PRIMERA COPIA CERTIFICADA que--  
con el NUMERO SETENTA Y CINCO corresponde a los Ins--  
trumentos Públicos autorizados por esta Notaría a mi--  
cargo durante el año 1990 la cual consta de NUEVE--  
FOLIOS; y para entregar a la parte interesada expido  
la presente en el día de su otorgamiento, dejando la--  
saca debidamente anotada en el original.-----



CANDIDO L. CORDERO P.  
NOTARIO PUBLICO

**CANCELADO**  
3372922  
50 B 50



**CANCELADO**  
3372921  
50 B 50

Inscripciones allí donde indica el margen de cada  
uno de los fincos, afijados de forma 700% a hipotecas  
a favor de E.U.A. por \$ 44,000 y a hipotecas que consisten  
de constitución, por \$ 616 afijados a subvenciones  
a favor de A.F.A. de P.R. y por \$ 5125, hipotecas a favor de  
Estado Unidos de América por \$ 95,000 y \$ 44,000 y a favor de  
la administración de Puertos Agrícolas por \$ 9,500.00 Guayama  
a 20 de Diciembre de 1990.

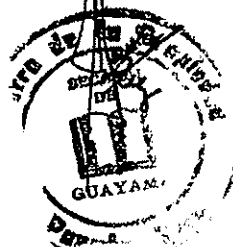
Don \$ 400.00

no 1990

1-0-10-00 F-0757373

1-0-490-00 F-0757372

1-0-0-00 F-3372922



# CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married,  
a resident of Guayama, Puerto Rico. In my  
official capacity as State Executive Director of  
the Farm Service Agency, U.S. Department of  
Agriculture, hereby declare under penalty of  
perjury that this is a true and exact copy of the  
original document which I have under my  
custody.

San Juan, Puerto Rico

**JUAN M. ORTIZ SERBIÁ**  
State Executive Director

Form FinHA 1940-17 (S)  
(Rev. 12-88)

EXHIBIT

12

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

TYPE OF LOAN

Type: F.O.

☐ Regular

☒ Limited Resources

In accordance with:

☒ Consolidated Farm and Rural Development Act

☐ Emergency Agricultural Credit Adjustment Act of 1978

ACTION REQUIRING NOTE:

☐ Initial Loan

☐ Rescheduling

☒ Subsequent Loan

☐ Re-amortization

☐ Consolidation and  
Subsequent Loan

☐ Credit Sale

☐ Deferred Payments

☐ Consolidation

☐ Debt write down

☐ Conservation easement

Name SALVADOR E. BERRIOS VELAZQUEZ	
State: PUERTO RICO	Office: GUAYAMA
Case Number: 63-06-582688718	Date: SEPTEMBER 19, 1990
Fund Code 41	Loan No. 02

FOR VALUE RECEIVED, the undersigned Borrower and any other cosigner do jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its assignee, at its offices in AVENIDA LOS VETERANOS #134.2, GUAYAMA, PUERTO RICO or at such other place as the Government may later designate in writing, the principal sum of TWELVE THOUSAND SEVEN HUNDRED NINETY AND 97/100 dollars (\$12,790.97), plus interest on the unpaid principal at FIVE PERCENT (5%) per annum and 0 dollars (\$0) of interest that may not be capitalized. If this promissory note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than on a quarterly basis, and shall notify Borrower by mail at his/her last known address thirty (30) days in advance. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$ 183.00	on JANUARY 01, 1991	;	\$	on	, 19	;
\$	on	, 19	;	\$	on	, 19
\$	on	, 19	;	\$	on	, 19
\$	on	, 19	;	\$	on	, 19
\$	on	, 19	;	\$	on	, 19
\$	on	, 19	;	\$	on	, 19

and \$ 746.00 each subsequent year until the principal and interests are fully paid, except for the final payment on the debt evidenced herein, which, if not sooner paid, shall be due and payable FORTY (40) YEARS from the date of this promissory note, with the exception that advance payments may be made as provided below. The consideration herein shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded at the time of the loan closing, the loan funds shall be advanced to the Borrower as requested by the Borrower and approved by the Government. Approval by the Government will be provided the advance is requested for a purpose authorized by the Government. Interests will accrue on the amount of each advance from its actual date as shown in the Record of Payment at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Payment.

Interest accumulated for over ninety (90) days, as of the date of this instrument, for each promissory note that is re-amortized, consolidated, or re-structured, must be added to the principal and this new principal shall accrue interest at the percentage rate established by this instrument.

Any payment made on any debt established by this promissory note shall be applied first to the interest accrued during the deferment period, second to interest computed as of the effective date of payment, and lastly to the principal.

[Illegible initials]

[Illegible initials]



DEFAULT: Failure to pay any debt evidenced herein when due, or violation of any condition or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default under the terms of this promissory note. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box "TYPE OF LOAN." This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Illegible initials]

(SEAL) [Signature]  
SALVADOR E. BERRIOS VELAZQUEZ (Borrower)

(SEAL) [Signature]  
EVA G. DIAZ SANTOS (Borrower)

BO. YAUREL, BZ. 6362  
(Borrower's Address)  
ARROYO, PUERTO RICO 00615

RECORDS OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

[Illegible initials]

#### CERTIFICATION

I, Juan M. Ortiz Serbia of legal age, married, a resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, US. Department of Agriculture, hereby declare under penalty of Perjury that this is a true and exact copy of the original document which under my custody. San Juan, Puerto Rico

[Signature]  
**JUAN M. ORTIZ SERBIA**  
**STATE EXECUTIVE DIRECTOR**

### Statement of Accuracy

I hereby certify that the attached document titled:

**First and last page of Promissory Note** for \$12,790.97, dated September 19, 1990, in Guayama, PR – 2 Pages

is a true and accurate translation from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

DATED February 13, 2018.



Thomas L. Bransfield  
Professional Translation Spanish into English

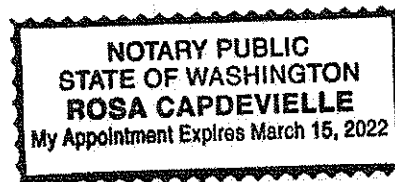
WITNESS my hand and official seal hereto affixed this 13rd day of February of 2018.

Signature Rosa Capdevielle

Print Name: Rosa Capdevielle

Notary Public in and for the State of WA

My appointment expires: March 15, 2022



EXHIBIT

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Formulario FmHA 1940-17(S)  
(Rev. 12-88)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS  
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre <b>SALVADOR E. BERRIOS VELAZQUEZ</b>	
Estado <b>PUERTO RICO</b>	Oficina <b>GUAYAMA</b>
Caso Num. <b>63-06-582688718</b>	Fecha <b>19 DE SEPTIEMBRE 1990</b>
Clave de Fondos <b>41</b>	Num. de Prestamo <b>02</b>

CLASE DE PRESTAMO

Tipo: F.O.
☐ Regular  
☒ Recursos Limitados

De acuerdo a:

☒ Consolidated Farm and Rural Development Act  
☐ Emergency Agricultural Credit Adjustment Act of 1978

ACCION QUE REQUIERE PAGARE

<input type="checkbox"/> Préstamo Inicial	<input type="checkbox"/> Reestructuración
<input checked="" type="checkbox"/> Préstamo Subsiguiente	<input type="checkbox"/> Reamortización
<input type="checkbox"/> Consolidación y Préstamo Subsiguiente	<input type="checkbox"/> Consolidación
<input type="checkbox"/> Venta a Crédito	<input type="checkbox"/> Reducción de Deuda
<input type="checkbox"/> Pagos Diferidos	
<input type="checkbox"/> Servidumbre de Conservación	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de America, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en AVENIDA LOS VETERANOS #134.2, GUAYAMA, PUERTO RICO

o en otro sitio designado por el Gobierno por escrito, la suma principal de DOCE MIL SETECIENTOS NOVENTA

CON 97/100-----dólares(\$ 12,790.97---) más intereses sobre el principal adeudado al -----

CINCO-- PORCIENTO (--5%) anual y -----0----- dólares (\$ -----0-----)

de intereses no Capitalizados. Si este pagare es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porcentaje de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en -41-plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>183.00</u> -----en <u>ENERO</u> <u>01</u> de <u>1991</u>	\$ -----en ----- de 19
\$ -----en ----- de 19	\$ -----en ----- de 19
\$ -----en ----- de 19	\$ -----en ----- de 19
\$ -----en ----- de 19	\$ -----en ----- de 19
\$ -----en ----- de 19	\$ -----en ----- de
\$ -----en ----- de 19	\$ -----en ----- de

y \$ 746.00-----, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero CUARENTA(40) ANOS de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porcentaje evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el periodo de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

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**INCUMPLIMIENTO:** La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRÉSTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

*Salvador E. Berrios Velazquez*  
SALVADOR E. BERRIOS VELAZQUEZ (Prestatario)

(SELLO)

*Eva G. Diaz Santos*  
EVA G. DIAZ SANTOS (Prestatario)

BO. YAUREL, BZ. 6362  
(Dirección del Prestatario)  
ARROYO, PUERTO RICO 00615

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	

TOTAL \$

**CERTIFICATION**  
I, Juan M. Ortiz Serbiá, of legal age, married, a resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

*Juan M. Ortiz Serbiá*  
JUAN M. ORTIZ SERBIÁ  
State Executive Director

Agricultura

POSICION 2

Formulario FmIA 1940-17(S)  
(Rev. 12-88)

Forma FmHA 427-1(S) PR  
Rev. 10-82)



EXHIBIT

14

NUMERO SETENTA Y SEIS (76)  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En Arroyo, Puerto Rico, a los diez y nueve días del  
mes de septiembre de mil novecientos noventa.

ANTE MI  
BEFORE ME

CANDIDO L. CORDERO PUEYO

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Arroyo,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico y oficinas en Arroyo, Puerto Rico.

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
they assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges

hayen estimado sobre la propiedad hipotecada.  
estimated upon the property.

CUARTO: Se sobreentiende que:  
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.  
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-  
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.  
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".  
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any



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Rev. 10-82)



quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
under, this mortgage shall not secure payment of the note or attach to

la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in



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subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvencia, pérdida sufrida por el acreedor before and after maturity until paid, losses sustained by the

por hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier mortgage as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación attorney's fees of the mortgagee all extensions and renewals of any of

vacación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento. amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness



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10-82)



aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del CINCO-----  
subparagraph shall bear interest at the rate of

----- por ciento ( 5 % ) -----  
per cent ( % ) -----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.  
until repaid to the mortgagor.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagor as described in this mortgage.

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor

otecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagor without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagor shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagor secured hereby, in any order mortgagor

hipotecario determinare.  
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.  
for purposes authorized by mortgagor.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravi-  
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagor

otecario bajo los términos de esta hipoteca.  
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagor on all existing buildings and improvements on the pro

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

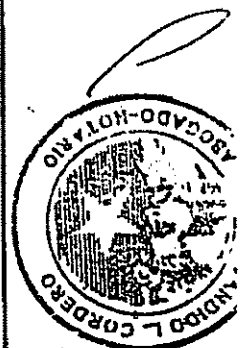
otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.  
approved by mortgagor.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish



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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
discuss, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
 may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
 interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
 proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
 By this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
 for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
 should abandon the property or voluntarily deliver it to mortgagee,

por hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
 mortgagee is hereby authorized and empowered

para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
 to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
 the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
 costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
 by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
 in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
 (Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
 may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
 a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
 rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
 mortgagor, at mortgagee's request will apply for and accept,

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones neces-  
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
 purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
 (Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
 by this mortgage, or should mortgagor, or any one of the persons herein called

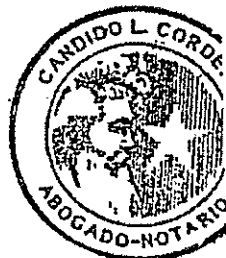
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere  
 mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
 with any clause, condition, stipulation, covenant, or agreement contained herein,

en cualquier convenio suplementario, o falliere o se declare o fuere declarado  
 or in any supplementary agreement, or die or be declared as

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at his option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to proceed to its enforcement in accordance with law and the provisions hereof: (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

finiere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de insured in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley. request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado. attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement: (two)



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagee or grant to mortgagee any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

o, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
or hereby secured; or (three) execute and deliver partial releases of any

parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

otorgación de esta hipoteca a favor de cualquier otro gravamen constituido sobre  
assignment of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage.

pero no limitando el poder de otorgar consentimientos, cancelaciones  
but not limited to the power to grant consents, partial releases.

cancelación, suborinación, cancelación total, radica sola y exclusivamente en el  
cancellation, subordination, cancellation total, radica sola y exclusivamente en el

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravamen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hip-  
or insured by mortgagee and executed or assumed by mortgagee.

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remetido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law.

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given.

el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration.

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagee to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Dos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Two) Mortgagee by these presents grants to mortgagee

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagee.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagee does hereby appraise the mortgaged property in the amount

FINCA A: TRES MIL DOLARES (\$3,000.00); FINCA B CINCO  
MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE  
CENTAVOS (\$5,970.97); FINCA C DOS MIL DOLARES  
(\$2,000.00) y la FINCA D en DOS MIL DOLARES  
(\$2,000.00)

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagee hereby waives the requirement of law and agrees to be

mitido y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan heretofore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagare! DOCE MIL SETECIEN  
should assign this mortgage without insurance of the note,

TOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS  
DOLARES (\$  
DOLLARS (\$12,790.97)

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

CINCO----- por ciento ( 5 %/o) anual;  
per cent ( %/o) per annum;





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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is (are) described as follows:

"Pagaré otorgado en el caso número seis tres guión cero seis guión  
"Promissory note executed in case number

cinco ocho dos seis ocho ocho siete uno ocho

(63-06-582688717)

firmado el día diez y nue  
dated the

ve (19) de septiembre de mil novecientos  
day of nineteen hundred and

noventa (1990) por la suma de DOCE MIL SETECIENTOS  
in the amount of

NOVENTA DOLARES CON NOVENTA Y SIETE /CENTAVOS  
(\$12,790.97) dólares de principal más  
of principal plus

intereses sobre el balance del principal adeudado a razón del  
interest over the unpaid balance at the rate of

CINCO { 5% } por ciento anual,  
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulations contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due

a los CUARENTA (40)  
and payable

años de la fecha de este pagaré.  
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:

*Tomo 157* ---A: "RUSTICA: Predio de terreno con una cabida su-  
*Folio 20* ficiente de CATORCE CUERDAS, equivalentes a cinco ----  
*Folio 20* hectáreas, cincuenta áreas, veinticinco centiáreas y se-  
*2006* tenta miliáreas, sito en el Barrio Los Pollos del término  
*lote 56* municipal de Patillas, Puerto Rico en lindes por el NORTE  
 con una finca perteneciente a Santos Bernier, antes, hoy-  
 Eladio Alcíea; SUR Y ESTE con la finca de Santos Pabón,  
 y OESTE con la quebrada del Barrio y Sucesión Ramos".-----

*Tomo 137* ---B: "RUSTICA: Finca sin nombre compuesta de SETENTA  
*Folio 77* TRES CUERDAS, equivalentes a veintiocho hectáreas, se-  
*Hana* tenta y nueve áreas y ochenta centiáreas, radicada en el  
*214* Barrio Los Pollos del término municipal de Patillas, Puer-  
*in* to Rico, en lindes por el NORTE con Nicasio Bernier, SUR  
 con Nicasio Alcíea, ESTE con Blasina Benn de Lamboglia y  
 OESTE con Genaro Lebrón y la Quebrada Los Pollos".-----

*303* ---C: "RUSTICA: Predio de terreno compuesto de DIEZ--  
*7-114* CUERDAS, equivalentes a tres hectáreas, noventa y tres--  
*Folio 55* áreas y cero cuatro centiáreas, sita en el Barrio Los Po-  
*55125* llos del término municipal de Patillas, Puerto Rico, en  
 lindes por el NORTE con finca de Santos Bernier, SUR con  
 la finca de la Sucesión Latalladi, ESTE con finca de la  
 Sucesión Merle y por el OESTE con la finca de la Sucesión  
 de José H. Rivera".-----

-----Continúa: Página 14-A-----

Adquirió el prestatario la descrita finca por  
 Borrower acquired the described property by

Ver Página 14-A y 14-B -----

según consta de la Escritura Número  
 pursuant to Deed Number

Ver Página 14-A y 14-B -----

de fecha  
 dated

Ver Página 14-A y 14-B -----

otorgada en la ciudad de  
 executed in the city of

Ver Página 14-A y 14-B -----

ante el Notario  
 before Notary

Ver Página 14-A y 14-B -----

Dicha propiedad se encuentra  
 Said property is

Ver Página 14-C -----  
 y 14-D-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
 TWELFTH: The parties appearing in the present deed as Mortgagors-----

arios  
 ---c Don SALVADOR ENRIQUE BERRIOS VELAZQUEZ Y EVA GLO-  
 RIA DIAZ SANTOS, mayores de edad, casados entre sí y ve-  
 cinos de Arroyo, Puerto Rico, ~~\_\_\_\_\_~~  
 cuya dirección postal es:  
 whose postal address is:

Arroyo, Puerto Rico-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
 THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----



S de  
 A d:

*Parcela*  
*165*  
 Libro 106 A  
 Folio 202 ulto  
 Finca 3784 ✓  
 lra 31

-----D: "RUSTICA: Parcela marcada con el número--  
 CIENTO CINCO en el plano de parcelación de la Comu-  
 nidad Rural Yaurel del Barrio Yaurel del término--  
 municipal de Arroyo con una cabida superficial de--  
 cero cuerdas con dos mil cuatrocientos cuatro diez-  
 milésimas de otra equivalente a novecientos cuaren-  
 ta y cinco punto tres metros cuadrados.-----

-----En lindes por el NORTE con parcela número cien-  
 to sesenta y siete de la comunidad. Por el SUR con  
 calle número uno de la comunidad. Por el ESTE con  
 parcela número ciento sesenta y cuatro de la comuni-  
 dad. Por el OESTE con parcela número ciento sesen-  
 ta y seis de la comunidad".-----

-----Sobre esta parcela enclava una casa para uso--  
 residencial.-----

-----La propiedad marcada con la letra A fue adqui-  
 rida mediante la Escritura Número SETENTA Y CINCO--  
 otorgada en Arroyo, Puerto Rico al día dos de no-  
 viembre de mil novecientos ochenta y cuatro, otorga-  
 da ante el Notario Público Don Eduardo Grau Acosta.

-----Inscrita al folio sesenta y ocho del tomo cien-  
 to cincuenta y siete de Patillas, finca siete mil--  
 seis, inscripción segunda.-----

-----La propiedad marcada con la letra B fue adqui-  
 rida mediante la Escritura Número SETENTA Y SEIS--  
 de Compraventa Asumiendo Hipoteca, otorgada en Arro-  
 yo, Puerto Rico el día dos de noviembre de mil nove-  
 cientos ochenta y cuatro, ante el Notario Público--  
 Don Eduardo Grau Acosta.-----

-----Inscrita al folio noventa y seis, tomo ciento-  
 treinta y siete, finca seiscientos diez y seis-----  
 (616 5), inscripción veintisiete.-----

-----La propiedad marcada con la letra C fue adqui-  
 rida mediante la Escritura Número SETENTA Y SEIS--  
 de Compraventa Asumiendo Hipoteca, otorgada en Arro-  
 yo, Puerto Rico el día dos de noviembre de mil nove-



cientos ochenta y cuatro ante el Notario Público---

Don Eduardo Grau Acosta.-----

-----Inscrita al folio ochenta y dos vuelto, tomo--

ciento catorce de Patillas, finca cinco mil-----

ciento veinticinco, inscripción novena.-----



SEBU.

EC.DS.



-----La propiedad marcada con la letra A está afectada a una hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00) con intereses a razón del DIEZ Y TRES CUARTOS POR CIENTO ANUAL--- según consta de la Escritura Número SETENTA Y SIETE (77)-----de fecha dos-----de noviembre de mil novecientos ochenta y cuatro ----otorgada en Arroyo, Puerto Rico ante el Notario Público Don Eduardo Grau Acosta.

-----La propiedad marcada con la letra B y C están afectas a las siguientes hipotecas:-----

-----Hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de NOVENTA Y CINCO MIL NOVECIENTOS DOLARES (\$95,900.00) con intereses a razón del CINCO (5%)----- según consta de la Escritura Número SESENTA Y TRES (63)-----de fecha cuatro-----de mayo de mil novecientos setenta y ocho----- otorgada en Guayama, Puerto Rico-- ante el Notario Público Don Kenneth Marty López.---

-----Hipoteca a favor de la Administración de Pequeños Negocios o a su orden por la suma principal de NUEVE MIL QUINIENTOS DOLARES (\$9,500.00) con intereses a razón del SIETE Y TRES OCTAVOS POR CIENTO ANUAL según consta de la Escritura Número QUINCE (15)-----de fecha veinticinco de abril-- de mil novecientos diez,----- otorgada en San Juan, Puerto Rico ante el Notario Publico Don Jorge Ramirez de Arellano.----

-----Y a hipoteca a favor de Estados Unidos de América



ca o a su orden por la suma principal de CUARENTA---  
Y CUATRO MIL DOLARES (\$44,000.00) con intereses a---  
razón del DIEZ Y TRES CUARTOS POR CIENTO ANUAL---  
según consta de la Escritura Número SETENTA Y SIETE  
-----de fecha dos-----  
de noviembre de mil novecientos ochenta y-----  
cuatro ----- otorgada en Arroyo, -----  
Puerto Rico ante el Notario Público Don Eduardo ---  
Acosta.-----

-----La propiedad marcada con la letra D está afec-  
ta a hipoteca a favor de la Administración de Vi---  
vienda Rural del Departamento de la Vivienda o a su  
orden por la suma principal de CUATRO MIL CUATRO---  
CIENTOS OCHENTA DOALRES CON TREINTA Y DOS CENTAVOS-  
(\$4,480.32)sin intereses.-----

según consta de la Escritura Número DIEZ Y OCHO de-  
fecha veintisiete de marzo de mil novecientos ochen-  
ta, otorgada en Arroyo, Puerto Rico ante el Notario  
Público Don Carmelo L. Marcucci Cruz.-----





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10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

avanzamiento de la obligación como si todo el término hubiese transcurrido y en  
advance to become due as if the whole term had elapsed and the

aplicó el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government as its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) heretofore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamó hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

podiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851)  
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the redemption of

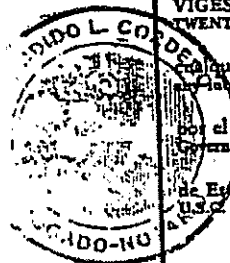
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) -  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

-----Los prestatarios utilizarán el dinero obtenido pa-  
ra la compraventa de las propiedades marcadas con las-  
letras A, B y C - en esta escritura.-----

EBV  
EPS



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10-82)

ACEPTACION  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.  
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.

*Dalys Enyo Beru Velazquez*

*EUGENIO SANTOS*



FIRMADO: Don SALVADOR ENRIQUE BERRIOS VELAZQUEZ Y DONA EVA GLORIA DIAZ SANTOS.-----

FIRMADO: Signado, Sellado y Rubricado: CANDIDO L. CORDERO PUEYO, NOTARIO PUBLICO.-----

Hay cancelados los correspondientes Sellos de Rentas--- Internas y con el del Impuesto Notarial. Estamparon--- sus iniciales los otorgantes en cada uno de los folios--- del original. ES PRIMERA COPIA CERTIFICADA que con el--- NUMERO SETENTA Y SIETE corresponde a los Instrumentos Pú--- blicos autorizados por mí en esta Notaría a mi cargo du--- rante el año 1990 la cual consta de DIEZ Y SIETE FOLIOS y para entregar a la parte interesada expido la presente en el día de su otorgamiento, dejando la saca debida--- mente anotada en el original.-----

# CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married. Resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico-----

*[Signature]*  
JUAN M. ORTIZ-SERBIÁ  
State Executive Director



CANDIDO L. CORDERO PUEYO  
NOTARIO PUBLICO



*[Handwritten notes:]*  
Inscrita en el libro de índices al margen de cada una de las fincas: afector finca # 7004 hipotecada a favor de Estados Unidos de América #44,000, folio # 616, perteneciente a favor de la A.F. de PR, hipotecada \$95,000 E.U.A., \$9,500.00 administración de fincas agrícolas, E.U.A. por \$44,000, folio # 5125 hipotecada a favor de E.U.A. por \$95,000 \$44,000, \$9,500 administración de fincas agrícolas, folio # 3224 perteneciente a favor de la A.F.A. de PR, hipotecada a favor de la administración de la Universidad Rural del Departamento de la Vivienda con un orden por \$44,000 y a hipotecada por parte de un monto por construcción. Se cancela a 10 de Diciembre de 1990.

*[Handwritten:]* Sin Duda:

*[Handwritten:]* 3/5/97



*[Stamp]*  
*I CERTIFY: That on the same day*  
*of its execution, I issued the first*  
*certified copy for delivery to one*  
*of the parties. I BEAR WITNESS.*  
*[Signature]*  
NOTARY PUBLIC  
2:35 PM 395  
12/23/92 387



NUMBER SIXTY (60)

DEED OF RE-AMORTIZATION OF MORTGAGE LOAN AND MORTGAGE  
MODIFICATION

In Arroyo, Puerto Rico, on December seventeen of nineteen ninety-two (1992)

IN MY PRESENCE

CANDIDO L. CORDERO PUEYO, Attorney and Notary Public, with offices in 69 Morse  
Street Arroyo, Puerto Rico.

THERE NOW APPEAR

AS ONE PARTY: AS MORTGAGORS: SALVADOR ENRIQUE BERRIOS  
VELAZQUEZ, \_\_\_\_\_ and EVA GLORIA DIAS SANTOS, \_\_\_\_\_ both of  
legal age, married to each other, property owners and residents of Patillas, Puerto Rico.

AS THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA,  
acting through the Farmers Home Administration, with headquarters in Washington,  
District of Columbia, Unites States of America, EIN \_\_\_\_\_, F, represented herein by  
MR. HECTOR O. MONTESINOS, of legal age, married, resident of Barranquitas, Puerto  
Rico, \_\_\_\_\_, in his capacity of Interim County Supervisor of the Farmers Home  
Administration, Guayama Office, Puerto Rico, and whose credentials are duly

recorded in the Property Registry.

I BEAR WITNESS to my personal acquaintance of the appearing parties and to their statements regarding their age, marital status, profession and place of residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily,

#### THEY DECLARE

FIRST: That the appearing first parties are the exclusive owners of the following properties:

A) RURAL. A plot of land with a surface of FOURTEEN CUERDAS, equivalent to five hectares, fifty ares, twenty five centiares and sixty miliars, located in Barrio Los Pollos of the Municipality of Patillas, Puerto Rico. Its boundaries are to the North, with a farm formerly belonging to Santos Bernier, today to Eladio Alicea; to the South and East with the farm of Santos Pabon, and to the West, with the Barrio small river and Ramos heirs.

*[Handwritten]*

*Modifications noted on margin of entry 5th, farm 7006, page 70 reverse, volume 157*

B) RURAL. Farm without name with a surface area of seventy-three cuerdas, equivalent to twenty-eight hectares, sixty-nine ares and eighty centiares, located in Barrio Los Pollos of the Municipality of Patillas, Puerto Rico. Its boundaries are: to the North, with Nicasio Bernier, to the South with Nicasio Alicea, to the East with Blasina Benn de Lamboglia and to the West with Genaro Lebron and Los Pollos small river.

*[Handwritten]*

*Modifications noted on margin of entry 30th, farm 616, page 298 reverse, volume 137*

C) RURAL. A plot of land with a surface of TEN CUERDAS, equivalent to three hectares, ninety-three ares and zero four centiares, located in Barrio Los Pollos of the municipality of Patillas, Puerto Rico. Its boundaries are: to the North, with the farm of Santos Bernier; to the South, with the farm of Latalladi heirs; to the East, with farm of Merle heirs, and to the West with the farm of Jose H. Rivera heirs.

*[Handwritten]*

*Modifications noted on margin of entry 12th, farm 5125, page 84 reverse, volume 114*

D) RURAL. A plot of land marked with number ONE HUNDRED FIVE in the survey of the rural community of Yaurel in Barrio Yaurel of the municipality of Arroyo, with a surface area of zero cuerdas and two thousand four hundred four ten-thousandths of one cuerda, equivalent to nine hundred forty-five point three square meters.

Its boundaries are: to the North, with lot number one hundred seven of the community; to the South, with street number one of the community; to the East with lot number one hundred sixty-four of the community, and to the West with parcel number one hundred sixty-six of the community.

On this lot, there is a house used as residence.

*[Handwritten]*

*Modifications noted on margin of entry 3rd, farm 3724, page 202 reverse, volume 106 Arroyo*

Farm A is appraised in THREE THOUSAND DOLLARS (\$3,000.00). Farm B in THREE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND FIVE CENTS (\$3,556.05); farm C in THREE THOUSAND DOLLARS (\$3,000.00); and farm D in THREE THOUSAND DOLLARS (\$3,000.00).

The property described under letter A is recorded on page seventy, volume one hundred fifty-seven of Patillas, farm number seven thousand six, fifth entry.

The property described under letter B is recorded on page two hundred ninety-eight, volume one hundred thirty-seven of Patillas, farm number six hundred sixteen, third entry.



The property described under letter C is recorded on page eighty-four, volume one hundred fourteen of Patillas, farm number five thousand one hundred twenty-five.

The property described under letter D is recorded on page two hundred two, volume one hundred six of Arroyo, farm number three thousand seven hundred eighty-four, third entry.

#### MORTGAGES

FARM A: It is encumbered by a mortgage to the order of the United States of America in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00) of principal, with interests at the annual rate of TEN AND THREE QUARTERS percent, pursuant to deed number seventy-seven, dated November two of nineteen eighty-four, executed in Arroyo, Puerto Rico before the Notary Eduardo Grau Acosta; and by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97), pursuant to deed number seventy-six dated September nineteen if nineteen ninety, executed in Arroyo, Puerto Rico before this Notary.

FARMS B and C: Are encumbered by a mortgage to the order of the United States of America in the amount of

NINETY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900.00) of principal, with interests at the annual rate of FIVE PERCENT, pursuant to deed number sixty-three dated May four of nineteen seventy-eight, executed in Guayama, Puerto Rico before the Notary Kenneth Marty Lopez; by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS and NINETY-SEVEN CENTS (\$12,970.97) or principal, pursuant to deed number sixty-six dated September nineteen of nineteen ninety, executed in Arroyo, Puerto Rico before this Notary; by a mortgage to the order of the Small Business Administration in the amount of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) of principal, with interests at the annual rate of seven and three quarters, pursuant to deed number fifteen dated April twenty-five of nineteen ten [sic], executed in San Juan , Puerto Rico before the Notary Public Jorge Ramirez de Arellano; by a mortgage to the order of the United States of America in the amount of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), with interests at the annual rate of ten and three quarters, pursuant to deed number seventy-seven, dated November two of nineteen eighty-four, executed in Arroyo, Puerto Rico Eduardo Grau Acosta.

FARM D: It is encumbered by a mortgage to the order of the Rural Housing Administration of the US Housing Department in the amount of Four thousand four

hundred eighty-dollars and thirty-two cents (\$4,480.32) of principal, without interests, pursuant to deed number eighteen dated March twenty-seven of nineteen eighty, executed in Arroyo, Puerto Rico before the Notary Public Carmelo L. Marcucci Cruz; and by a mortgage to the order of the United States of America in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97) of principal, pursuant to deed seventy-six dated September nineteen of nineteen ninety, executed in Arroyo, Puerto Rico before this Notary.

SECOND: The mortgagors, state that, in order to reamortize the mortgage debts described in FIRST paragraph above, they requested and obtained the approval of the mortgagee, to reamortize the above mentioned mortgage in the amount of FOURTEEN THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND ONE CENTS (\$14,226.01) with interests at the annual rate of FIVE percent (5%).

The above mentioned mortgage in the amount of TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS AND NINETY-SEVEN CENTS (\$12,790.97) is the mortgage subject to this modification.

THIRD: MORTGAGORS, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations.

FOURTH: The mortgagee, in the capacity he bears, states that because the mortgagors have qualified to receive the benefits of the Congress Law, has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage described in paragraph one herein as follows:

The total unpaid balance on December seventeen of nineteen ninety-two amounts to FOURTEEN THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND ONE CENTS (\$14,226.01).

The Government has authorized to allow mortgagor in paying the debt owed to the Farmers Home Administration through an acceleration agreement as set forth in regulation (1965-A, Section 1965.26(a)). Borrower owes the amount of FOURTEEN THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND ONE CENTS (\$14,226.01),

which shall be paid as follows:

ONE HUNDRED SEVENTY-ONE DOLLARS (\$171.00) ON January first of nineteen ninety-three; NINE HUNDRED TWENTY-FOUR DOLLARS (\$924.00) on January first of every year until principal an interests are paid in full, except for the final installment of the total debt, which if not paid earlier, it shall be due and payable on September nineteen of two thousand thirty.

The appearing second party, Hector O. Montesinos, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

“The amount of this promissory note and mortgage securing it had an unpaid balance as of December seventeen of nineteen ninety in the amount of FOURTEEN THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND ONE CENTS (\$14,226.01), which shall be paid as follows:

ONE HUNDRED SEVENTY-ONE DOLLARS (\$171.00) ON January first of nineteen ninety-three; NINE HUNDRED TWENTY-FOUR DOLLARS (\$924.00) on January first of every year until principal an interests are paid in full, except for the final installment of

the total debt, which if not paid earlier, it shall be due and payable on September nineteen of two thousand thirty, pursuant to deed number sixty (60) of this same date, executed before the undersigned Notary in Arroyo, Puerto Rico. I BEAR WITNESS. In Arroyo, Puerto Rico this seventeenth day of December of nineteen ninety-two. SIGNED, SEALED, STAMPED AND ENDORSED CANDIDO L CORDERO PUEYO, Notary Public."

FIFTH: Once the above mentioned note was placed on the promissory note, I proceed to hand the promissory note back to the appearing party, Hector O. Montesinos, in the capacity he bears.

#### ACCEPTANCE AND READING

The parties accept this deed in its entirety, finding it has been drawn up according to their wishes and instructions. I, the Notary, have given the parties the pertinent legal warnings for these proceedings. So they say and execute before me.

The parties have personally read this deed, finding it acceptable, they proceed to ratify it and to place their initials on each and every page herein and they all sign it in this proceeding before me, the Notary, who BEAR WITNESS to everything stated in this public instrument.

[Signatures]

[SEALS]

the total debt, which if not paid earlier, it shall be due and payable on September nineteen of two thousand thirty, pursuant to deed number sixty (60) of this same date, executed before the undersigned Notary in Arroyo, Puerto Rico. I BEAR WITNESS. In Arroyo, Puerto Rico this seventeenth day of December of nineteen ninety-two. SIGNED, SEALED, STAMPED AND ENDORSED CANDIDO L CORDERO PUEYO, Notary Public."

FIFTH: Once the above mentioned note was placed on the promissory note, I proceed to hand the promissory note back to the appearing party, Hector O. Montesinos, in the capacity he bears.

#### ACCEPTANCE AND READING

The parties accept this deed in its entirety, finding it has been drawn up according to their wishes and instructions. I, the Notary, have given the parties the pertinent legal warnings for these proceedings. So they say and execute before me.

The parties have personally read this deed, finding it acceptable, they proceed to ratify it and to place their initials on each and every page herein and they all sign it in this proceeding before me, the Notary, who BEAR WITNESS to everything stated in this public instrument.

[Signatures]

[SEALS]



This document was notified, to the  
filing person and the Notary  
by mail to the provided address, about  
the errors detailed in such notice, which  
remains filed in the Notifications Docket  
under number 77  
Guayama, February 10, 1985.

Recorder

The 60-day expiration term is cancelled  
due to the receipt of this document today  
for corrections of errors.  
Guayama, P.R. February 14, 1985  
[Signature]  
Recorder or officer

It is recorded on pages 296 and 82, volumes 137 and 114 of Patillas, farm # 616 and  
5125, entries 27th and 9th. Said farms are encumbered by three mortgages to the order of  
the United States of America, to the order of the Small Business Administration, and to  
the order of the United States of America in the amount of \$95,900.00; \$9,500.00 and  
\$26,000.00. Being the farm described under letter A also with an easement of right of  
way in favor of the Puerto Rico Water Authority.  
Guayama, February 19<sup>th</sup>, 1985

Fees: \$402.50  
Numbers 1<sup>st</sup> and 2<sup>nd</sup> [illegible]  
[Illegible] # A-256 / 269 \$2.00  
A-256/268\$450.00 [illegible]

[Signature]  
Recorder

## **CERTIFICATE**

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage  
Modification is a true and accurate translation to the best of my knowledge, ability and  
belief. I am experienced and competent to translate from Spanish into English.

DATED this 20<sup>th</sup> day of August of 2007.

Nicole Harris  
*Professional Translator and interpreter*

WITNESS my hand and official seal hereto affixed this  
20<sup>th</sup> day of August of 2007.

Signature

Print Name: Rosa Capdevielle  
Notary Public in and for the State of Washington  
My appointment expires: 02/01/10

EXHIBIT

16

CERTIFICO Que en el mismo  
 día de su otorgamiento libré  
 primera copia certificada a

parte interesada. DOY FE

NOTARIO PUBLICO

2:30 P.M. 3.95  
 12-23-92 387



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-----NUMERO SESENTA (60)-----

-----REAMORTIZACION DE PRESTAMO HIPOTECARIO Y MODI-  
 -----FICACION DE HIPOTECA-----

-----En Arroyo, Puerto Rico, a los diez y siete días  
 del mes de diciembre de mil novecientos noventa y--  
 dos.-----

-----ANTE MI-----

-----CANDIDO L. CORDERO PUEYO, Abogado y Notario Pú-  
 blico, con oficina abierta en la Calle Morse Número-  
 Sesenta y Seis Interior en Arroyo, Puerto Rico.-----

-----COMPARECEN-----

-----DE UNA PARTE Y COMO DEUDORES HIPOTECARIOS: Don-  
 Salvador Enrique Berríos Velázquez, \_\_\_\_\_ y---  
 Doña Eva Gloria Díaz Santos, \_\_\_\_\_ mayores de  
 edad, casados entre sí y vecinos de Patillas, Puerto  
 Rico.-----

-----DE LA SEGUNDA PARTE Y COMO ACREEDOR HIPOTECARIO:

Estados Unidos de América, actuando por conducto y a  
 través de la Administración de Hogares de Agriculto-  
 res, con oficinas principales en Washington, Distri-  
 to de Columbia, Estados Unidos de América, seguro pa-  
 tronal \_\_\_\_\_ F, representado en este acto por--  
 Don Héctor O. Montesinos, mayor de edad, casado, ve-  
 cino de Barranquitas, Puerto Rico, \_\_\_\_\_ en--  
 su carácter de Supervisor Local Interino de la Admi-  
 nistración de Hogares de Agricultores, Oficina de---  
 Guayama, Puerto Rico, cuyo carácter consta debidamen

7,006 P.

te acreditado en el Registro de la Propiedad.-----

-----DOY FE-----

-----Del conocimiento personal de los comparecientes-  
y por sus dichos y mi creencia de su edad, estado ci-  
vil, profesión y vecindad. Me aseguran tener y a mi  
juicio tienen la capacidad legal necesaria para el--  
presente otorgamiento, por lo que libre y voluntaria-  
mente,-----

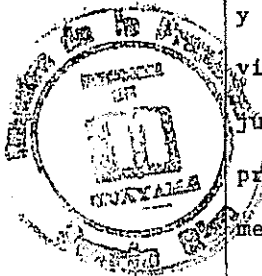
-----EXPONEN-----

-----PRIMERO: Que los comparecientes de la PRIMERA-  
PARTE son dueños en pleno dominio de las siguientes-  
propiedades:-----

-----A)- "RUSTICA: Predio de terreno con una cabi-  
da superficial de CATORCE CUERDAS, equivalentes a---  
cinco hectáreas, cincuenta áreas, veinticinco centi-  
áreas y sesenta miláreas, sito en el Barrio Los Po-  
llos del término municipal de Patillas, Puerto Rico-  
en lindes por el NORTE con una finca perteneciente a  
Santos Bernier, antes, hoy Eladio Alicea; SUR Y ES-  
TE con la finca de Santos Pabón y OESTE con la que-  
brada del Barrio y Sucesión Ramos".-----

-----B)- "RUSTICA: Finca sin nombre compuesta de--  
setenta y tres cuerdas, equivalentes a veintiocho---  
hectáreas, sesenta y nueve áreas y ochenta centi---  
áreas, radicada en el Barrio Los Pollos del término-  
municipal de Patillas, Puerto Rico, en lindes por el  
NORTE con Nicasio Bernier, SUR con Nicasio Alicea, -  
ESTE con Blasina Benn de Lamboglia y OESTE con Gena-  
ro Lebrón y la Quebrada Los Pollos."-----

-----C)- "RUSTICA: Predio de terreno compuesto de-  
DIEZ CUERDAS, equivalentes a tres hectáreas, noventa y  
tres áreas y cero cuatro centiáreas, sita en el Ba-  
rrio Los Pollos del término municipal de Patillas,--  
Puerto Rico, en lindes por el NORTE con finca de San-  
tos Bernier, SUR con la finca de la Sucesión Latalla  
di, ESTE con finca de la Sucesión Merle y por el---  
OESTE con la finca de la Sucesión de José H. Rivera".  
-----



S E 13 U

E G D S

*Modificado al margen de la*



*Modificado al margen de la*

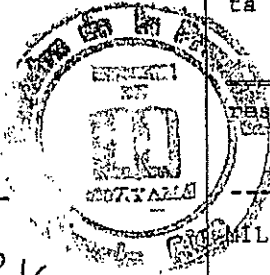
*Don. 305  
Don. 616  
Don. 298  
Don. 137  
Pat.*



*Modificado al margen de la*

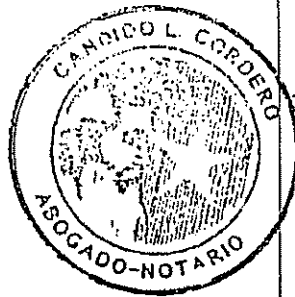
*Don. 5125  
Don. 84  
Don. 114 Pat.*

Modificada al  
margen de la  
p. 3:  
En 3724  
Folio 202<sup>o</sup>  
Tomo 106  
Arroyo



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-----D)- "RUSTICA: Parcela marcada con el número CIENTO CINCO en el plano de parcelación de la comunidad rural Yaurel del Barrio yaurel del término municipal de Arroyo con una cabida superficial de cero cuerdas con dos mil cuatrocientos cuatro diez milésimas de otra equivalentes a novecientos cuarenta y cinco punto tres metros cuadrados.-----  
En lindes por el NORTE con parcela número ciento sesenta y siete de la comunidad; por el SUR con calle número uno de la comunidad; por el ESTE con parcela número ciento sesenta y cuatro de la comunidad y por el OESTE con parcela número ciento sesenta y seis de la comunidad".-----

-----Sobre esta parcela enclava una casa para uso residencial.-----

-----A la finca "A" se le dá un valor de TRES MIL DOLARES (\$3,000.00) -----

a la finca "B" de TRES MIL QUINIENTOS CINCUENTA Y SEIS DOLARES CON CINCO CENTAVOS (\$3,556.05)

a la finca "C" de TRES MIL DOLARES (\$3,000.00)

y a la finca "D" de TRES MIL DOLARES (\$3,000.00)

-----La propiedad "A" consta inscrita ☒ al folio setenta del tomo ciento cincuenta y siete de Patillas, finca número siete mil seis, inscripción quinta.-----

-----La propiedad "B" consta inscrita ☒ al folio doscientos noventa y ocho del tomo ciento treinta y siete de Patillas, finca número seiscientos dieciséis, inscripción tercera.-----

-----La propiedad "C" consta inscrita al folio ochenta y cuatro del tomo ciento catorce de Patillas, finca número cinco mil ciento veinti-cinco.

-----La propiedad "D" consta inscrita al folio doscientos dos vuelto del tomo ciento seis de Arroyo, finca número tres mil setecientos ochenta y cuatro, inscripción tercera.-----

-----HIPOTECAS-----

-----FINCA "A": Afecta a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00) con intereses a razón del DIEZ Y TRES CUARTOS POR CIENTO ANUAL según consta de la Escritura Número Setenta y Siete de fecha dos de noviembre de mil novecientos ochenta y cuatro, otorgada en Arroyo, Puerto Rico ante el Notario Eduardo Grau Acosta; y a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de DOCE MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS, (\$12,790.97), según consta de la Escritura Número Setenta y Seis de fecha diez y nueve de septiembre de mil novecientos noventa, otorgada en Arroyo, Puerto Rico ante este Fedatario.-----

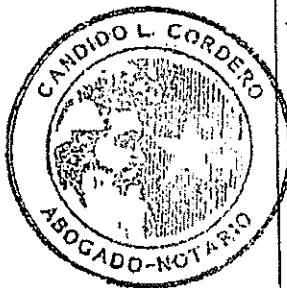
-----FINCA "B Y C": Afectas a hipoteca a favor de Estados Unidos de América o a su orden por la suma-----



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principal de NOVENTA Y CINCO MIL NOVECIENTOS DOLARES (\$95,900.00) con intereses a razón del CINCO por--- ciento anual, según consta más detalladamente de la Escritura Número Sesenta y Tres de fecha cuatro de mayo de mil novecientos setenta y ocho, otorgada en Quayama, Puerto Rico ante el Notario Público Kenneth Marty López; --a hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de--- DOCE MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA--- SIETE CENTAVOS (\$12,790.97), según consta más detalladamente de la Escritura Número Setenta y Seis de fecha diez y nueve de septiembre de mil novecientos noventa, otorgada en Arroyo, Puerto Rico ante este Fedatario; --a hipoteca a favor de la Administración de Pequeños Negocios o a su orden por la suma principal de NUEVE MIL QUINIENTOS DOLARES (\$9,500.00) con intereses a razón del siete y tres octavos por--- ciento anual según consta de la Escritura Número--- Quince de fecha veinticinco de abril de mil novecientos diez, otorgada en San Juan, Puerto Rico ante el Notario Público Jorge Ramírez de Arellano; --a--- hipoteca a favor de Estados Unidos de América o a su orden por la suma principal de CUARENTA Y CUATRO MIL DOLARES (\$44,000.00) con intereses a razón del diez y tres cuartos por ciento anual según consta de la Escritura Número setenta y siete de fecha dos de noviembre de mil novecientos ochenta y cuatro, otorgada en Arroyo, Puerto Rico ante el Notario Público--- Eduardo Grau Acosta.-----

-----FINCA "D": Afecta a hipoteca a favor de la Administración de Vivienda Rural del Departamento de---



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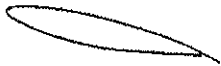
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-----SEGUNDO: Manifiestan los DEUDORES HIPOTECARIOS que con el fin de reamortizar la deuda hipotecaria-- en el hecho PRIMERO de esta escritura, solicitaron-- y obtuvieron el consentimiento del ACREEDOR HIPOTECA RIO para reamortizar la deuda hipotecaria relaciona da anteriormente por la suma de CATORCE MIL DOSCIENTOS VEINTISEIS DOLARES CON UN CENTAVO' (\$14,226.01) con interés a razón del cinco por ciento anual (5%).-----

La hipoteca anteriormente descrita por la suma de DOLARES CINCUENTA Y SEIS MIL SETECIENTOS NOVENTA DOLARES CON NOVENTA Y SIETE CENTAVOS es la hipoteca objeto de esta modificación.



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-----TERCERO: Manifiesta el DEUDOR HIPOTECARIO que es de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en las escrituras de hipoteca y en este acto en forma clara, solemne y terminante, se obligan a cumplir todas y cada una de las mismas.-----

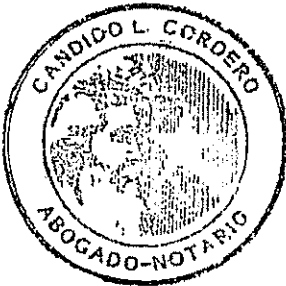
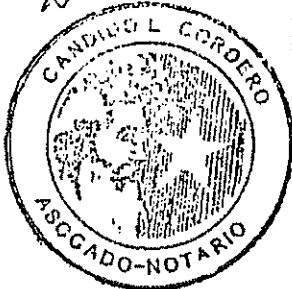
----CUARTO: Manifiesta el ACREEDOR HIPOTECARIO en el carácter que ostenta que habiendo sido aceptado el DEUDOR HIPOTECARIO, para recibir los beneficios de la Ley del Congreso, ha convenido en reamortizar y modificar la forma de pago de los plazos consignados en el pagaré y en la hipoteca, descrita en el hecho-PRIMERO: de esta escritura, en la siguiente forma:✓

-----El importe total adeudado al día diez y siete de diciembre de mil novecientos noventa y dos asciende a la suma de CATORCE MIL DOSCIENTOS VEINTISEIS DOLARES CON UN CENTAVO (\$14,226.01) -----

-----El Gobierno ha consentido en permitir al prestatario pagar la deuda con la Administración de Hogares de Agricultores mediante un conveio de pago acelerado-- según establecido en el Reglamento 1965-A Sección-- 1965.26 (e). El prestatario adeuda✓ la cantidad de: CATORCE MIL DOSCIENTOS VEINTISEIS DOLARES CON UN CENTAVO (\$14,226.01)-----



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la cual habrá de ser pagada de la siguiente forma:--

-----CIENTO SETENTA Y UN DOLARES el día primero de enero de mil novecientos noventa y tres; NOVECIENTOS VEINTICUATRO DOLARES el día primero de enero de cada año sub-siguiente hasta que el principal e intereses sean completamente pagados, excepto el pago final de la deuda que de no ser pagado anteriormente, vencerá y será pagadero el diez y nueve de septiembre del año dos mil treinta.-----

-----El comapreciente DON HECTOR O. MONTESINOS, me entrega a Mí, el Notario, el pagaré garnatizado con la hipoteca, quién me asegura no ha sido negociado ni gravado en forma alguna por sua ctual tenedor y poseedor, Estados Unidos de América y una vez identificado por Mí, el Notario, cerciorándome que se trata del mismo pagaré, procedo a poner al dorso del mismo la siguiente nota:-----

-----"EL IMPORTE de este pagaré y la hipoteca que lo garnatiza al día diez y siete de diciembre de mil novecientos noventa y dos dió un saldo deudor montante a la suma de CATORCE MIL DOSCIENTOS VEINTISEIS DOLARES CON UN CENTAVO (\$14,226.01)-----

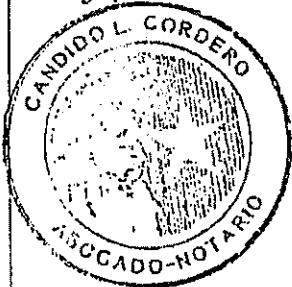
la cual habrá de ser pagada de la siguiente forma:--

CIENTO SETENTA Y UN DOLARES el día primero de enero de mil novecientos noventa y tres; NOVECIENTOS VEINTICUATRO DOLARES el día primero de enero de cada año sub-siguiente hasta que el principal e intereses sean completamente pagados, excepto el pago final---

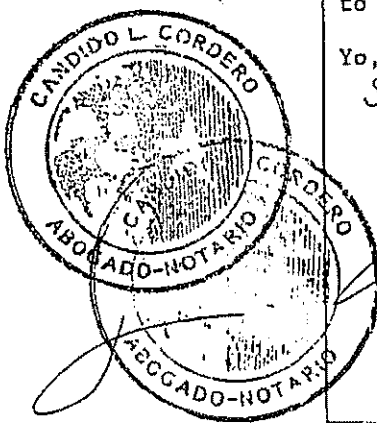


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de la deuda que de no ser pagado anteriormente, vencerá y será pagadero el diez y nueve de septiembre-- del año dos mil treinta, según consta de la escritura número sesenta (60).-----

de esta misma fecha, otorgada en Arroyo, Puerto Rico ante este Fedatario. DOY FE. En Arroyo, Puerto Rico, á diez y siete de diciembre de mil novecientos-- noventa y dos. FIRMADO, SIGNADO, SELLADO Y RUBRICADO: CANDIDO L. CORDERO PUEYO, Notario Público.-----

-----QUINTA: Una vez puesta y firmada la nota devuelvo el pagaré al compareciente DON HECTOR O. MONTESINOS en el carácter que ostenta.-----

-----ACEPTACION Y LECTURA-----

----Los comparecientes aceptan la presente escritura en todas sus partes, luego de Yo, el Notario, haberles hecho las advertencias legales pertinentes. Así lo dicen y otorgan ante mí. Leída esta escritura -- por los otorgante, la cual otorgan ante mí, ratificándola y firmándola junto conmigo, estampando además sus iniciales en cada uno de los folios. De todo lo que relata, refiera o afirma en esta escritura Yo, el Notario Autorizante, DOY FE.-----

*[Handwritten signature]*

EVG DIGALOTOS

*[Handwritten signature]*  
Hector O. Montesinos Montesinos.

de la deuda que de no ser pagado anteriormente, ven-  
cerá y será pagadero el diez y nueve de septiembre--  
del año dos mil treinta, según consta de la escritu-  
ra número sesenta (60).-----

de esta misma fecha, otorgada en Arroyo, Puerto Rico  
ante este Fedatario. DOY FE. En Arroyo, Puerto Ri-  
co, á diez y siete de diciembre de mil novecientos--  
noventa y dos. FIRMADO, SIGNADO, SELLADO Y RUBRICA-  
DO: CANDIDO L. CORDERO PUEYO, Notario Público.-----

-----QUINTA: Una vez puesta y firmada la nota de--  
vuelvo el pagaré al compareciente DON HECTOR O. MON-  
TESINOS en el carácter que ostenta.-----

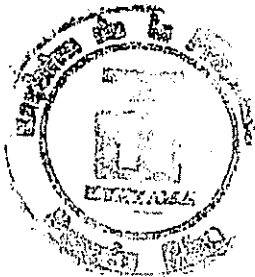
-----ACEPTACION Y LECTURA-----

----Los comparecientes aceptan la presente escritura  
en todas sus partes, luego de Yo, el Notario, haber-  
les hecho las advertencias legales pertinentes. Así  
lo dicen y otorgan ante mí. Leída esta escritura --  
por los otorgante, la cual otorgan ante mí, ratifi--  
cándola y firmándola junto conmigo, estampando ade--  
más sus iniciales en cada uno de los folios. De to-  
to lo que relata, refiera o afirma en esta escritura  
Yo, el Notario Autorizante, DOY FE.-----

*Salvador E. Beris Velazquez*

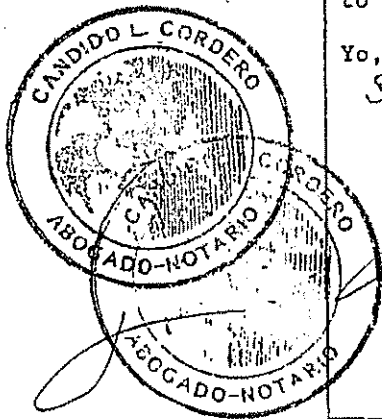
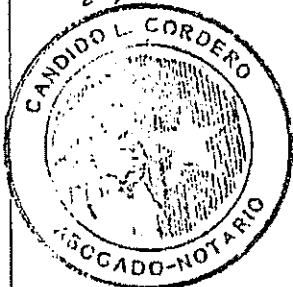
*EUGENIO PIGASOTOS*

*Hector O. Montesinos Melacur.*



*SEBV*

*EGPS*



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Cusento a los folios 296 y 83<sup>o</sup> delos  
tomo 137 y 144 de Petillas, fecha 11/6/65 y  
5105, pasen por 27<sup>s</sup> y 6<sup>s</sup>. Dichos folios  
se hallan afectos a las siguientes a favor de  
Estado Libre de Jamaica, de la Administración  
de Pequenos Negocios, Estado Libre de Jamaica  
por las sumas de \$95,900.00, \$9,500.00 y la  
suma de \$36,000.00, hallados en afectos a favor  
la firma Petros G. a una sencilla y a favor  
de la Autoridad de los Puertos Fluviales de P.R.  
Guaymas, el 19 de febrero de 1965.

*Qr. 1: \$400.50*  
*Ag. viz 2<sup>d</sup> And. y c.p.*  
*comp. # A-2566289 - \$3.00*  
*A-2566268 + \$400.00 full R.F.*

I, Juan M. Ortiz Serbiá, of legal age, married  
a resident of Guayama, Puerto Rico. In my  
official capacity as State Executive Director of  
the Farm Service Agency, U.S. Department of  
Agriculture, hereby declare under penalty of  
perjury that this is a true and exact copy of the  
original document which I have under my  
custody.

**San Juan, Puerto Rico**

**JUAN M. ORTIZ SERBIÁ**  
State Executive Director



**TITLE SEARCH****EXHIBIT**

17

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

**CASE: SALVADOR E. BERRIOS VELAZQUEZ****REF: 1521.126****BY: JOAN SISCO**

**PROPERTY NUMBER:** 5,125, recorded at page 77 of volume 114 of Patillas, Registry of the Property of Puerto Rico, of Guayama.

**DESCRIPTION:** *(As it is recorded in the Spanish language)*

**RÚSTICA:** Predio de terreno compuesto de **diez cuerdas, equivalentes a tres hectáreas, noventa y tres áreas y cero cuatro centiáreas**, sita en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el **NORTE**, con finca de Santos Bernier; **SUR**, con la finca de la Sucesión Latalladi; **ESTE**; con finca de la Sucesión Merle; y por el **OESTE**, con la finca de la Sucesión de José H. Rivera.

**TITLE:**

This property is registered in favor of SALVADOR ENRIQUE BERRIOS VELAZQUEZ and his wife EVA GLORIA DIAZ SANTOS, whom acquired this property and others by purchase from Eladio Alicea Cintrón, single, for the price of \$135,000.00, responding in the amount of \$25,000.00, pursuant to deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Candido L. Cordero Pueyo, recorded at page 83 overleaf of volume 114 of Patillas, property number 5,125, 11<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$95,900.00, with 5% annual interests, due on the 40 years, constituted by deed #63, executed in Guayama, Puerto Rico, on May 4, 1978, before Notary Kenneth Marty López, recorded at page 80 volume 114 of Patillas, property number 5,125, 6<sup>th</sup> inscription.
  2. **MODIFICATION:** Mortgage for the amount of \$95,900.00 of 6<sup>th</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$135,919.88, with 5% annual interest and due on 37 years; from January 1, 1993 up to January 1, 1995 payment will be differ and on promissory note will not appear nothing but on January 1, 1996, the payment will be \$8,795.00 annually up to due date on September 19, 2030, constituted by deed #61, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Cándido L. Cordero Pueyo, recorded at margin of page 80 volume 114 of Patillas, property number 5,125.
  3. **MORTGAGE:** Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of Small Business Administration, in the original principal amount of \$9,500.00, responding by \$3,500.00, with 7 ¾% annual interests, due on 15 years, constituted by deed #15, executed in San Juan, Puerto Rico, on April 25, 1980, before Notary Jorge Ramírez de Arellano Junior, recorded at page 81 volume 114 of Patillas, property number 5,125, 7<sup>th</sup> inscription.



PAGE #2  
PROPERTY NUMBER 5,125

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

4. **MORTGAGE:** Constituted by Eladio Alicea Cintrón, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$44,000.00 responding this for the amount of \$12,200.00, with 10 3/4% annual interests, due on 40 years, constituted by deed #77, executed in Arroyo, Puerto Rico, on November 2, 1984, before Notary Eduardo Grau Acosta, recorded at page 83 volume 114 of Patillas, property number 5,125, 10<sup>th</sup> inscription.
5. **MODIFICATION:** Mortgage for the amount of \$44,000.00 of 10<sup>th</sup> inscription was modified as follows: The amount owed on September 19, 1990 is \$71,409.80. This total amount is the product of an original loan for the amount of \$44,000.00 and the detail is \$44,000.00 and \$27,409.80 of accumulated interests. The buyer only will assume the amount of \$12,790.97 from the total amount of \$71,409.80, constituted by deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 83 overleaf volume 114 of Patillas, property number 5,125, 11<sup>th</sup> inscription.
6. **MORTGAGE:** Constituted by Salvador Enrique Berrios Velázquez and his wife Eva Gloria Díaz Santos, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$12,790.97, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 84 overleaf volume 114 of Patillas, property number 5,125, 12<sup>th</sup> inscription and last.
7. **MODIFICATION:** Mortgage for the amount of \$12,790.97 of 12<sup>th</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$14,226.01, 5% annual interest and will be paid as follows: \$171.00 on January 1, 1993; \$924.00 on January 1 of each subsequent year up to a final payment that will due on September 19, 2030, constituted by deed #60, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Cándido L. Cordero Pueyo, recorded at margin of page 84 overleaf of volume 114 of Patillas.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to February 21, 2019.

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**EAGLE TITLE AND OTHER SERVICES, INC.**

\_\_\_\_\_  
Authorized signature

mcr/mv  
mcr/mv/F

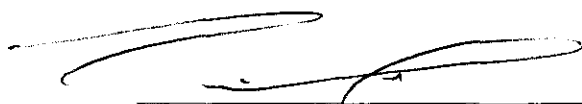


I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on February 21, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

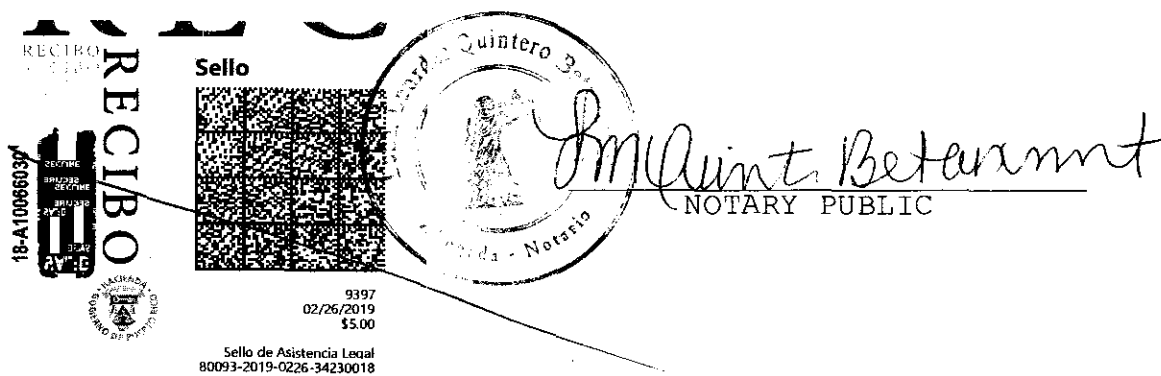
In Guaynabo, Puerto Rico, this 27 day of Febrero of 2019.

  
Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3398.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 27 day of Febrero of 2019.



## TITLE SEARCH

ESTUDIOS DE TITULO  
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

CASE: SALVADOR E. BERRIOS VELÁZQUEZ

REF: 1521.126

BY: JOAN SISCO

**PROPERTY NUMBER:** 616, recorded at page 151 of volume 110 of Patillas, Registry of the Property of Puerto Rico, of Guayama.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RUSTICA:** Finca sin nombre compuesta de **setenta y tres cuerdas, equivalentes a veintiocho hectáreas, sesenta y nueve áreas y ochenta centiáreas**, radicada en el Barrio Los Pollos del término municipal de Patillas, Puerto Rico, en lindes por el **NORTE**, con Nicasio Bernier; **SUR**, con Nicasio Alicea; **ESTE**, con Blasina Benn de Lamboglia; y **OESTE**, con Genaro Lebrón y la Quebrada Los Pollos.

**TITLE:**

This property is registered in favor of SALVADOR ENRIQUE BERRIOS VELAZQUEZ and his wife EVA GLORIA DIAZ SANTOS, whom acquired this property and others by purchase from Eladio Alicea Cintrón, single, for the price of \$135,000.00, responding in the amount of \$60,000.00, pursuant to deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 297 of volume 137 of Patillas, property number 616, 29<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **RIGHTS OF WAY:** In favor of Commonwealth of Puerto Rico constituted by obligatory expropriation by Resolutions dictated on February 18, 1969 in the Superior Court of Puerto Rico, Expropriation Department, cases #E-69-137 to E-69-159 for compensation of \$140.00, recorded at page 55 overleaf of volume 51 of Patillas, property #616, 15<sup>th</sup>, inscription, transfer in favor of Autoridad de Fuentes Fluviales de Puerto Rico by Resolutions dated March 5<sup>th</sup>, 1975, recorded at page 153 overleaf of volume 110 of Patillas, property #616, 20<sup>th</sup> inscription.
  2. **MORTGAGE:** Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$95,900.00, with 5% annual interests, due on the 40 years, constituted by deed #63, executed in Guayama, Puerto Rico, on May 4, 1978, before Notary Kenneth Marty López, recorded at page 156 of volume 110 of Patillas, property number 616, 24<sup>th</sup> inscription.
  3. **MODIFICATION:** Mortgage for the amount of \$95,900.00 of 24<sup>th</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$135,919.88, with 5% annual interest and due on 37 years; from January 1, 1993 up to January 1, 1995 payment will be differ and on promissory note will not appear nothing but on January 1, 1996, the payment will be \$8,795.00 annually up to due date on September 19, 2030, constituted by deed #61, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Cándido L. Cordero Pueyo, recorded at margin of page 156 volume 110 of Patillas, property number 616.



PAGE #2  
PROPERTY NUMBER 616

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

4. **MORTGAGE:** Constituted by Santos Pabón García and his wife Rosa A. Cordero, over this property and others, in favor of Small Business Administration, in the original principal amount of \$9,500.00, responding by \$6,000.00, with 7  $\frac{3}{4}$ % annual interests, due on 15 years, constituted by deed #15, executed in San Juan, Puerto Rico, on April 25, 1980, before Notary Jorge Ramirez de Arellano Junior, recorded at page 157 overleaf of volume 110 of Patillas, property number 616, 25<sup>th</sup> inscription.
5. **MORTGAGE:** Constituted by Eladio Alicea Cintrón, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$44,000.00 responding this for the amount of \$12,200.00, with 10  $\frac{3}{4}$ % annual interests, due on 40 years, constituted by deed #77, executed in Arroyo, Puerto Rico, on November 2, 1984, before Notary Eduardo Grau Acosta, recorded at page 296 overleaf of volume 137 of Patillas, property number 616, 28<sup>th</sup> inscription.
6. **MODIFICATION:** Mortgage for the amount of \$44,000.00 of 28<sup>th</sup> inscription was modified as follows: The balance up to September 19, 1990 is \$71,409.80. This total amount is the product of an original loan for the amount of \$44,000.00 and the detail is \$44,000.00 and \$27,409.80 of accumulated interests. The buyer only will assume the amount of \$12,790.97, constituted by deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Candido L. Cordero Pueyo, recorded at page 297 of volume 137 of Patillas, property number 616, 29<sup>th</sup> inscription.
7. **MORTGAGE:** Constituted by Salvador Enrique Berrios Velázquez and his wife Eva Gloria Diaz Santos, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$12,790.97, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 298 of volume 137 of Patillas, property number 616, 30<sup>th</sup> inscription and last.
8. **MODIFICATION:** Mortgage for the amount of \$12,790.97 of 30<sup>th</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$14,226.01, 5% annual interest and will be paid as follows: \$171.00 on January 1, 1993; \$924.00 on January 1 of each subsequent year up to a final payment that will due on September 19, 2030, constituted by deed #60, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Candido L. Cordero Pueyo, recorded at margin of page 298 of volume 137 of Patillas.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to February 21, 2019.

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EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv  
mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on February 21, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.

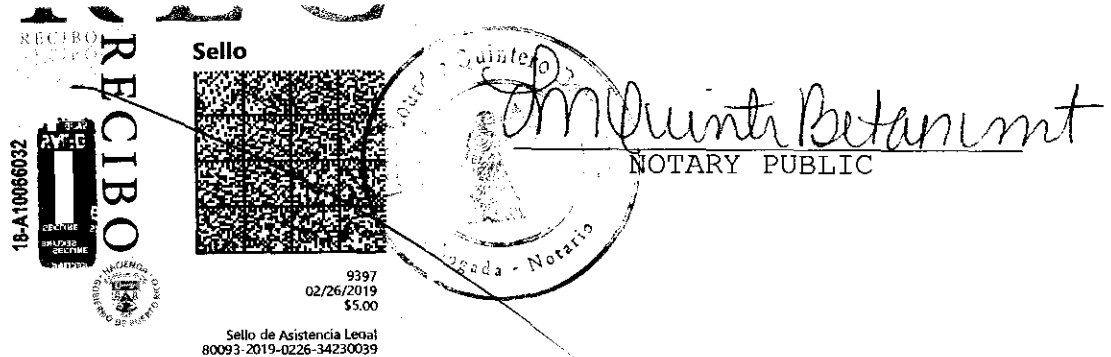


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3400.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.





## TITLE SEARCH

EXHIBIT

19

ESTUDIOS DE TITULO  
SEGUROS DE TITULOP.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

CASE: SALVADOR E. BERRIOS VELÁZQUEZ

REF: 1521.126

BY: JOAN SISCO

**PROPERTY NUMBER:** 7,006, recorded at page 67 of volume 157 of Patillas, Registry of the Property of Puerto Rico, Section of Guayama.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RUSTICA:** Predio de terreno con una cabida superficial de **catorce cuerdas, equivalentes a cinco hectáreas, cincuenta áreas, veinticinco centiáreas y sesenta miliáreas**, sito en el barrio Pollos del término municipal de Patillas, Puerto Rico. En lindes por el **NORTE**, con finca perteneciente a Santos Bernier, antes, hoy Eladio Alicea; **SUR**, y **ESTE**, con la finca de Santos Pabón; y **OESTE**, con la quebrada del barrio y Sucesión Ramos.

**TITLE:**

This property is registered in favor of SALVADOR ENRIQUE BERRIOS VELAZQUEZ and his wife EVA GLORIA DIAZ SANTOS, whom acquired this property and others by purchase from Eladio Alicea Cintrón, single, for the price of \$135,000.00, responding in the amount of \$50,000.00, pursuant to deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Public Cándido L. Cordero Pueyo, recorded at page 69 of volume 157 of Patillas, property number 7,006, 4<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by Eladio Alicea Cintrón, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$44,000.00 responding this for the amount of \$19,600.00, with 10 3/4% annual interests, due on 40 years, constituted by deed #77, executed in Arroyo, Puerto Rico, on November 2, 1984, before Notary Eduardo Grau Acosta, recorded at page 68 volume 157 of Patillas, property number 7,006, 3<sup>rd</sup> inscription.
  2. **MORTGAGE:** Constituted by Salvador Enrique Berrios Velazquez and his wife Eva Gloria Diaz Santos, over this property and others, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$12,790.97, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 70 volume 157 of Patillas, property number 7,006, 5<sup>th</sup>, inscription and last.
  3. **MODIFICATION:** Mortgage for the amount of \$44,000.00 of 3<sup>rd</sup> inscription was modified as follows: The amount owed on September 19, 1990 is \$71,409.80. This total amount is the product of an original loan for the amount of \$44,000.00 and the detail is \$44,000.00 and \$27,409.80 of accumulated interests. The buyer only will assume the amount of \$12,790.97, constituted by deed #75, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Candido L. Cordero Pueyo, recorded at page 69 volume 157 of Patillas, property number 7,006, 4<sup>th</sup> inscription.

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

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**PAGE #2**  
**PROPERTY NUMBER 7,006**

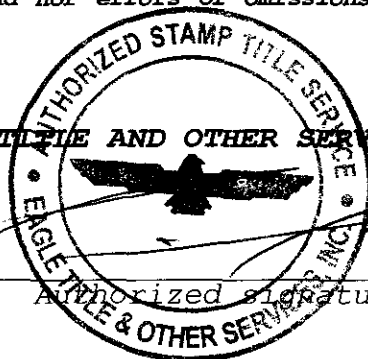
4. **MODIFICATION:** Mortgage for the amount of \$12,790.97 of 5<sup>th</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$14,226.01, 5% annual interest and will be paid as follows: \$171.00 on January 1, 1993; \$924.00 on January 1 of each subsequent year up to a final payment that will due on September 19, 2030, constituted by deed #60, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Cándido L. Cordero Pueyo, recorded at margin of page 70 of volume 157 of Patillas.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to February 21, 2019.

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**EAGLE TITLE AND OTHER SERVICES, INC.**



mcr/mv  
mcr/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on February 21, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.

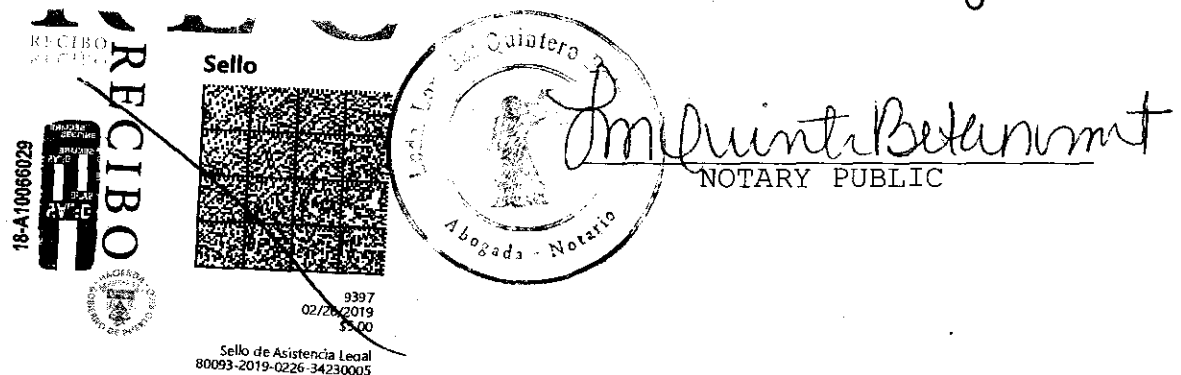


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3397.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.



**TITLE SEARCH****EXHIBIT****20****ESTUDIOS DE TITULO  
SEGUROS DE TITULO**P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130/748-8577 • FAX (787) 748-1143

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**CASE: ENRIQUE BERRÍOS VELÁZQUEZ****REF: 1521.126  
BY: JOAN SISCO****PROPERTY NUMBER:** 3,724, recorded at page 201 of volume 106 of Arroyo, Registry of the Property of Puerto Rico, Section of Guayama.**DESCRIPTION: (As it is recorded in the Spanish language)****RUSTICA:** Parcela marcada con el número Ciento Cinco en el plano de parcelación de la comunidad rural Yaurel del barrio Yaurel del término municipal de Arroyo, con una cabida superficial de **cero cuerdas con dos mil cuatrocientos cuatro diez milésimas de otra equivalentes a novecientos cuarenta y cinco punto tres metros cuadrados**. En lindes por el **NORTE**, con parcela número ciento sesenta y siete de la comunidad; por el **SUR**, con calle número uno de la comunidad; por el **ESTE**, con parcela número ciento sesenta y cuatro de la comunidad; y por el **OESTE**, con parcela número ciento sesenta y seis de la comunidad.

Sobre esta parcela enclava una casa para uso residencial.

**ORIGIN:**

It is segregated from property number 1,766, recorded at page 193 of volume 61 of Arroyo.

**TITLE:**

This property is registered in favor of ENRIQUE BERRÍOS VELÁZQUEZ and his wife EVA DÍAZ, who acquired it by purchase from Commonwealth of Puerto Rico, at a price of \$1.00, by Certification written by Edgar Méndez Rivera, Executive Director of Social Program Administration of Housing Department, recorded at page 201 of volume 106 of Arroyo, property number 3,724, 1st inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is encumbered by the following:

Easement in favor of Autoridad de Acueductos y Alcantarillados

- II. By reason of itself this property is encumbered by the following:

- 1.
- MORTGAGE:**
- Constituted by Enrique Berrios Velázquez and his wife Eva Díaz, in favor of Rural Housing Administration of Housing Department, in the original principal amount of \$4,480.32, with % annual interests (
- unknown**
- ), due on 15 years, constituted by deed #18, executed in Arroyo, Puerto Rico, on March 27
- <sup>th</sup>
- 1990, before Notary Carmelo Marcucci Cruz, recorded at page 201 overleaf of volume 106 of Arroyo, property number 3,724, 2
- <sup>nd</sup>
- inscription.

- 2.
- MORTGAGE:**
- Constituted by Enrique Berrios Velázquez and his wife Eva Díaz, in favor of United States of América represented by Farmer Home Administration, in the original principal amount of \$12,790.97, with 5% annual interests, due on 40 years, constituted by deed #76, executed in Arroyo, Puerto Rico, on September 19, 1990, before Notary Cándido L. Cordero Pueyo, recorded at page 202 overleaf of volume 106 of Arroyo, property number 3,724, 3
- <sup>rd</sup>
- and last inscription.

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

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**PAGE #2  
PROPERTY NUMBER 3,724**

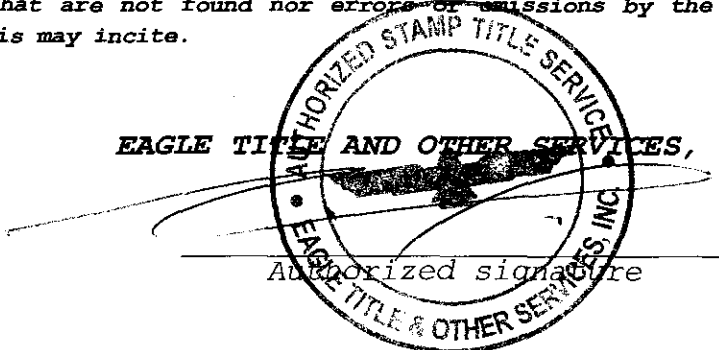
3. **MODIFICATION:** Mortgage for the amount of \$12,790.97 of 3<sup>rd</sup> inscription was modified as follows: Re-amortized the principal amount up to December 17<sup>th</sup>, 1992 is \$14,226.01, 5% annual interest and will be paid as follows: \$171.00 on January 1, 1993; \$924.00 on January 1 of each subsequent year up to a final payment that will due on September 19, 2030, constituted by deed #60, executed in Arroyo, Puerto Rico, on December 17, 1992, before Notary Candido L. Cordero Pueyo, recorded at margin of page 202 overleaf of volume 106 of Arroyo, property number 3,724.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to February 21, 2019.

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**EAGLE TITLE AND OTHER SERVICES, INC.**



mcr/mv  
mcr/mv/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on February 21, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.

  
Elías Díaz Bermúdez

AFFIDAVIT NUMBER 2399.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 27 day of February of 2019.



Modelo RD-60 (Rev. 1/85)  
ESTADO LIBRE ASOCIADO DE PUERTO RICO  
DEPARTAMENTO DE SALUD - AFSSA  
Area de Registro Demográfico

COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF HEALTH - HPSA  
Area of Demographic Registry

EXHIBIT

21

**CERTIFICADO DE ACTA DE DEFUNCION**  
Certificate of Death Registration

Certifico que en la Sección de Defunciones del Registro a mi cargo aparece la siguiente inscripción:

I certify that in the Section of Deaths of the Registry under my custody the following death is registered:

Libro Núm. Volume No. <b>39</b>	Folio Núm. Folio No. <b>XXXXX</b>	Acta Núm. Certificate No. <b>87</b>	Municipio donde ocurrió la defunción: Municipality where death occurred <b>PONCE, PR</b>
Fecha de Inscripción: Date of Registration <b>28 AGOSTO 2003</b> día (day) mes (month) año (year)			Fecha de defunción: Date of Death <b>10 JULIO 2003</b> día (day) mes (month) año (year)
Nombre del Fallecido: Name of Deceased <b>SALVADOR ENRIQUE BERRIOS VELAZQUEZ</b>			Sexo (sex): <input checked="" type="checkbox"/> Varón (male) <input type="checkbox"/> Hembra (female) Edad: Age <b>63</b>
Estado Civil: Civil Status <input type="checkbox"/> Soltero <input checked="" type="checkbox"/> Casado <input type="checkbox"/> Viudo <input type="checkbox"/> Divorciado			Natural de: Birthplace <b>ARROYO, P. R.</b> Estado o País (State or Country)
Si casado, viudo o divorciado, nombre del cónyuge: If married, widowed, divorced, name of spouse <b>EVA DIAZ</b>			
Nombre del padre: Name of Father <b>SALVADOR BERRIOS</b>			Natural de: Birthplace <b>NO APLICA</b> Estado o País (State or Country)
Nombre de la Madre: Name of Mother <b>VICENTA VELAZQUEZ</b>			Natural de: Birthplace <b>NO APLICA</b> Estado o País (State or Country)
Causa de la Muerte: Cause of Death <b>XXXX</b>			Médico que Certifica: Attending Physician <b>XXXX</b>
Veterano, Número de Serie: Veteran Serial Number			Número del Seguro Social: Social Security Number <b>718</b>

**DATOS SOBRE EL SOLICITANTE**  
Information on Applicant

Solicitante: Applicant <b>ALVIN GONZALEZ</b>	Si veterano, licenciamiento honorable Núm. If veteran, honorable discharge Number
Dirección: Address <b>USDA, PONCE, PR</b>	

para uso oficial de una Agencia del Gobierno Estatal o Federal:  
For official use of an agency of the Commonwealth of Puerto Rico or Federal Government

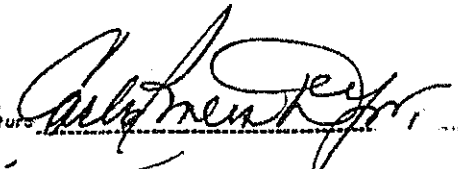
Nombre de la Agencia: Name of Agency	Dirección: Address
<p><b>ADVERTENCIA</b></p> <p>Este certificado no será válido si en el mismo no se ha estampado el sello oficial del Registro Demográfico correspondiente. También se requiere la cancelación de un sello de rentas internas de \$2. según exige la ley, excepto en aquellos casos en que el certificado se expide para uso exclusivo de un veterano o de una agencia de gobierno del Estado Libre Asociado de Puerto Rico o de los Estados Unidos de América. LA MERA POSESION DE ESTE DOCUMENTO NO DEBE CONSTITUIR BASE PARA IDENTIFICAR AL PORTADOR COMO PARIENTE DE LA PERSONA FALLECIDA A QUIEN CORRESPONDE LA INSCRIPCION.</p>	<p><b>WARNING</b></p> <p>This certificate is void if the official seal of the corresponding Demographic Registry Office has not been stamped hereon. Also, a \$2. internal revenue stamp is required by law to be cancelled hereon, unless this certificate is issued for the exclusive use of a veteran or for the official use of any Agency of the Commonwealth of Puerto Rico or of the Federal Government of United States. THE MERE POSSESSION OF THIS DOCUMENT DOES NOT CONSTITUTE EVIDENCE FOR IDENTIFYING THE BEARER AS A RELATIVE OF THE DECEASED TO WHOM THE REGISTRATION REFERS.</p>

ESTE CERTIFICADO NO SERA VALIDO SI EN EL MISMO APARECEN TACHADURAS, BORRADURAS O

DEPARTAMENTO DE SALUD

ALTERACIONES

REGISTRO DEMOGRAFICO This certificate is void if there are any alterations or erasures on same.

DISTRITO <b>0232</b>	Fecha de Expedición: Date of Issuance <b>1-22-2007</b>	Municipio de: Municipality of <b>PONCE</b>	Pue. P.R.
Encargado del Registro Registrar <b>CARLOS RIVERA DELFONT</b>	Firma Signature 		
Nombre en Typed Name			

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: BERRIOS VELAZQUEZ, SALVADOR Case No: 63-06-XXXXX8718

***CERTIFICATION OF INDEBTEDNESS***

I, Edgar Maldonado Medero, of legal age, single, a resident of Toa Alta, Puerto Rico, in my official capacity as Farm Loan Chief of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

*Statement of Account as of June 13, 2019*

Loan Number	41-04
Note Amount	\$ 95,900.00
Date of Last Payment	2/7/1994
Principal Balance	\$ 135,919.88
Unpaid Interest	\$ 180,008.06
Misc. Charges	
Total Balance	\$ 315,927.94
Daily Interest Accrual	\$ 18.6192
Amount Delinquent	\$ 215,881.00
Years Delinquent	15

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Edgar Maldonado  
Farm Loan Chief  
June 13, 2019



UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: BERRIOS VELAZQUEZ, SALVADOR Case No: 63-06-XXXXX8718

**CERTIFICATION OF INDEBTEDNESS**


I, Edgar Maldonado Medero, of legal age, single, a resident of Toa Alta, Puerto Rico, in my official capacity as Farm Loan Chief of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

*Statement of Account as of June 13, 2019*

Loan Number	41-05
Note Amount	\$ 44,000.00
Date of Last Payment	2/7/1994
Principal Balance	\$ 14,214.81
Unpaid Interest	\$ 18,495.20
Misc. Charges	
Total Balance	\$ 32,710.01
Daily Interest Accrual	\$ 1.9472
Amount Delinquent	\$ 22,347.00
Years Delinquent	15

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Edgar Maldonado  
Farm Loan Chief  
June 13, 2019



Department of Defense Manpower Data Center

Results as of : Feb-14-2019 09:14:26 AM

SCRA 4.10



# Status Report Pursuant to Servicemembers Civil Relief Act



SSN: XXX-XX-3998  
Birth Date:  
Last Name: DIAZ SANTOS  
First Name: EVA  
Middle Name: GLORIA  
Status As Of: Feb-14-2019  
Certificate ID: ZPFWMHGCMMHQ64JD

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
Department of Defense - Manpower Data Center  
400 Gigling Rd.  
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

## Department of Defense Manpower Data Center

Results as of: Feb-14-2019 09:15:15 AM

SCRA 4.10



## Status Report

### Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-3998  
 Birth Date:  
 Last Name: DIAZ  
 First Name: EVA  
 Middle Name:  
 Status As Of: Feb-14-2019  
 Certificate ID: 2FD7NYMSTV1T7B0

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
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**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

Civil Action No.

Foreclosure of Mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ADRIAN BERRIOS DIAZ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ENRIQUE BERRIOS DIAZ ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

EVA GLORIA DIAZ SANTOS,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
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☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

HECTOR BERRIOS DIAZ ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
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☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
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 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

JAVIER BERRIOS DIAZ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_



DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

JOSE BERRIOS DIAZ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

Civil Action No.

Foreclosure of Mortgage

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

MELVIN BERRIOS DIAZ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States Department of Agriculture (Farm Service Agency)

*Plaintiff(s)*

v.

THE ESTATE OF SALVADOR ENRIQUE BERRIOS VELAZQUEZ, composed by his known heirs EVA GLORIA DIAZ SANTOS, ET ALS.

*Defendant(s)*

Civil Action No.

Foreclosure of Mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

NILSA BERRIOS DIAZ,

S.R. 7753, Km. 0.2, Yaurel Wd. Arroyo, P.R. 00714; Bo. Yaurel Buzón 6362 Arroyo, P.R. 00714

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
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☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- ☒ Ordinary Civil Case
- ☐ Social Security
- ☐ Banking
- ☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- ☐ Yes
- ☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- ☐ Yes
- ☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- ☐ Yes
- ☒ No

Date Submitted:



JS 44 (Rev. 02/19)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Juan C. Fortuño Fas  
Po Box 9300 San Juan, PR 00908  
Tel. 787-751-5290

## DEFENDANTS

EVA GLORIA DIAZ SANTOS, et als.

County of Residence of First Listed Defendant Arroyo, P.R.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395(f)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345  
Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
348,637.95

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

8-14-2019

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE